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10 UNITED STATES DISTRICT COURT  
11 NORTHERN DISTRICT OF CALIFORNIA  
12 SAN JOSE DIVISION

13  
14 BARBARA MOSKOWITZ, Individually  
15 and on Behalf of All Others Similarly Situated,

16 Plaintiff,

17 v.

18 FACEBOOK, INC.,  
19 ZYNGA GAME NETWORK, INC. and  
RAPLEAF INC.,

20 Defendants.  
21  
22  
23  
24  
25  
26  
27  
28

CV 10-05287

Case No:

HRL

CLASS ACTION

COMPLAINT

JURY TRIAL DEMANDED

1 Plaintiff Barbara Moskowitz ("Plaintiff") brings this action on behalf of herself and  
2 all others similarly situated, upon information and belief, except as to her own actions, the  
3 investigation of her counsel, and the facts that are a matter of public record, as follows:

4 **NATURE AND SUMMARY OF THE ACTION**

5 1. This is a class action brought by Plaintiff on behalf of herself and similarly  
6 situated individuals whose privacy was violated by the actions of Facebook, Inc.  
7 ("Facebook"), Zynga Game Network, Inc. ("Zynga") and Rapleaf, Inc. ("Rapleaf")  
8 (collectively, "Defendants").

9 2. Unbeknownst to Facebook users who utilize Facebook Platform Applications  
10 ("Apps"), such as by registering profiles with social games and applications developers and  
11 operators (individually and collectively, "App Developer(s)") like Defendant Zynga,  
12 Defendants inappropriately and unlawfully transmitted sensitive personally identifiable  
13 information, including Facebook User IDs ("UIDs") and real names, to third parties, or  
14 otherwise used such information without user consent and for substantial profit. By doing  
15 so, Defendants violated accepted industry standards, state and federal laws, the respective  
16 terms of use and privacy policies of each Defendant, as well as the agreements between  
17 Facebook and App developers and operators.

18 3. As set forth herein, Defendants' conduct violates: the Electronic  
19 Communications Privacy Act (18 U.S.C. § 2510, *et seq.*), the Stored Communications Act  
20 (18 U.S.C. § 2701, *et seq.*), the California Computer Crime Law (Cal. Penal Code § 502), the  
21 California Unfair Competition Law (Cal. Bus. & Prof. Code § 17200, *et seq.*), and  
22 constitutes breach of contract, breach of the implied covenant of good faith and fair dealing,  
23 and unjust enrichment.

24 **JURISDICTION AND VENUE**

25 4. This Court has subject matter jurisdiction pursuant to the Class Action  
26 Fairness Act of 2005, 28 U.S.C. § 1332(a) and (d), because the amount in controversy  
27 exceeds \$5,000,000.00, exclusive of interests and costs, there is minimal diversity between  
28 Plaintiff and Defendants, and more than two-thirds of the members of the putative class are

1 citizens of states different from that of Facebook, Zynga and Rapleaf. This Court also has  
2 subject matter jurisdiction pursuant to 28 U.S.C. § 1331.

3         5.       This Court has personal jurisdiction over all Defendants in this case because  
4 (a) a substantial part of the wrongdoing alleged in this complaint took place in this state; (b)  
5 each Defendant is headquartered and engaged in the transaction of substantial business in the  
6 State of California, has sufficient minimum contacts with this State, and/or otherwise  
7 intentionally availed itself of the markets in this State through the promotion, marketing and  
8 sale of products and services in this State, rendering the exercise of jurisdiction by this Court  
9 permissible.

10         6.       Venue is proper in this District pursuant to 28 U.S.C. § 1391. A substantial  
11 portion of the events and conduct giving rise to the violations of law complained of herein  
12 occurred in this District. Defendant Facebook is headquartered in Palo Alto, California, and  
13 Defendants Zynga and Rapleaf are both headquartered in San Francisco, California.

14   **THE PARTIES**

15         7.       Plaintiff Barbara Moskowitz is a resident of Fairfax County, Virginia. She is a  
16 registered user of Facebook. During the relevant period, she used Facebook Platform Apps.

17         8.       Defendant Facebook, a Delaware corporation, is the largest social networking  
18 website in the United States. Its headquarters are located at 1601 S. California Ave., Palo  
19 Alto, California, 94304 and its website's homepage is <http://www.facebook.com/>. Facebook  
20 conducts business throughout the State of California and the United States.

21         9.       Defendant Zynga, a Delaware corporation, is the world's largest social game  
22 developer. Its headquarters are located at 365 Vermont St., Ste. A, San  
23 Francisco, California, 94103. Zynga conducts business throughout the State of California  
24 and the United States.

25         10.       Defendant Rapleaf, a Delaware corporation, is an internet technology company  
26 that compiles and analyzes large amounts of information. Its headquarters are located at 667  
27 Mission Street, 4th Floor, San Francisco, California, 94105. Rapleaf conducts business  
28 throughout the State of California and the United States.

**CLASS ACTION ALLEGATIONS**

11. Pursuant to Fed. R. Civ. P. 23, Plaintiff brings this action individually and on behalf of the following Class: all registered Facebook members in the United States who utilized Facebook Platform Applications. Excluded from the Class are Defendants and their officers and directors, legal representatives, successors or assigns, and any person or entity related to, affiliated with, or controlled by any of the Defendants.

12. This action is properly maintainable as a class action.

13. The Class is so numerous that joinder of all members is impracticable. Facebook has over 500 million active registered users worldwide, with approximately 30% of users within the United States. Over 70% of Facebook users utilize Platform Apps each month. Zynga has over 200 million monthly users, millions of which are within the United States. Members of the Class are scattered throughout the United States and are so numerous that it is impracticable to bring them all before this Court.

14. Questions of law and fact exist that are common to the Class including, among others:

- a. whether Plaintiff and the Class are intended third-party beneficiaries of the App Developers' respective agreements with Facebook not to divulge Class members' personally identifiable information;
- b. what and how personally identifiable information of Class members was transmitted to third parties;
- c. whether Facebook violated its Statement of Rights and Responsibilities and its Privacy Policy by allowing App Developers, such as Zynga, to transmit its users' personally identifiable information to third parties;
- d. whether Zynga and other App Developers violated their respective agreements with Facebook by transmitting Facebook users' personally identifiable information to third parties;

- e. whether Rapleaf violated its privacy policies and agreements with Facebook and other App Developers by receiving and transmitting Facebook users' personally identifiable information to third parties;
- f. whether Defendants' conduct as described herein violated the Electronic Communications Privacy Act, 18 U.S.C. § 2510, *et seq.*;
- g. whether Defendants' conduct as described herein violated the Stored Communications Act, 18 U.S.C. § 2701, *et seq.*;
- h. whether Defendants' conduct as described herein violated California Computer Crime Law (Cal. Penal Code § 502);
- i. whether Defendants' conduct as described herein violated California Unfair Competition Law (Cal. Bus. & Prof. Code § 17200, *et seq.*);
- j. whether Defendants' conduct as described herein constitutes breach of contract;
- k. whether Defendants' conduct as described herein breached the implied covenant of good faith and fair dealing;
- l. whether Defendants were unjustly enriched as a result of their conduct described herein;
- m. whether Class members are entitled to damages as a result of Defendants' conduct and, if so, what the measure of those damages is; and
- n. whether injunctive relief is necessary and appropriate to remedy Defendants' unlawful conduct.

15. Plaintiff is committed to prosecuting this action. Plaintiff's claims are typical of the claims of the other members of the Class and Plaintiff has the same interests as the other members of the Class. Plaintiff does not have any interests that are antagonistic or in conflict with the Class that she seeks to represent. Accordingly, Plaintiff is an adequate representative of the Class and will fairly and adequately protect the interests of the Class.

1 16. Plaintiff has retained competent counsel experienced in litigating class actions.

2  
3 17. A class action is superior to other available methods for the fair and efficient  
4 adjudication of this litigation. The prosecution of separate actions by individual members of  
5 the Class would create the risk of inconsistent or varying adjudications with respect to  
6 individual members of the Class, which would establish incompatible standards of conduct  
7 for Defendants, or adjudications with respect to individual members of the Class which  
8 would, as a practical matter, be dispositive of the interests of the other members not parties  
9 to the adjudications or substantially impair or impede their ability to protect their interests.

10 18. Defendants have engaged in a common course of conduct giving rise to the  
11 legal rights sought to be enforced by Class members. Virtually identical statutory and  
12 common law violations, business practices, and injuries are involved. Thus, the issues of  
13 fact and law are not only common to the Class but predominate over any questions affecting  
14 only individual members of the Class.

15 **SUBSTANTIVE ALLEGATIONS**

16 **Background of Defendants**

17 **Facebook**

18 19. Facebook is the world's largest social networking website, with over 500  
19 million active registered users worldwide. Approximately 30% of Facebook users are within  
20 the United States. The average Facebook user has 130 friends and 50% of users log onto  
21 Facebook on any given day.

22 20. According to Facebook's website, it is "[g]iving people the power to share and  
23 make the world more open and connected." Facebook "About," [http://www.facebook.com/](http://www.facebook.com/facebook)  
24 facebook (last visited on Nov. 15, 2010).

25 21. In order to join Facebook, users register and agree to Facebook's Statement of  
26 Rights and Responsibilities ("Terms"), which governs Facebook's relationship with its users  
27 and others who interact with Facebook, and its Privacy Policy. Facebook's Terms and  
28 Privacy Policy are attached hereto as Exhibits A and B, respectively.

1           22. Paragraph 4 of Facebook's Terms, last revised on October 4, 2010, requires  
2 users to, *inter alia*, "provide their real names and information," "not provide any false  
3 personal information on Facebook," and "keep [their] contact information accurate and up-  
4 to-date." Facebook Statement of Rights and Responsibilities,  
5 <http://www.facebook.com/terms.php> (last revised Oct. 4, 2010).

6           23. Paragraph 3 of Facebook's Privacy Policy states: "Facebook is designed to  
7 make it easy for you to find and connect with others. For this reason, your name and profile  
8 picture do not have privacy settings." Facebook Privacy Policy,  
9 <http://www.facebook.com/policy.php> (last revised Oct. 5, 2010). This means that the real  
10 names and profile photographs of all Facebook users – even those users who set their  
11 profiles to Facebook's strictest privacy settings, which ostensibly makes all of these users'  
12 other information private – are publicly available for everyone to see. For users who set  
13 their information to be accessible to "everyone," all information published on their Facebook  
14 profiles may be searched for and viewed by anyone.

15           24. Each registered Facebook user also has a unique Facebook User ID ("UID"),  
16 which is a public part of every user's profile. Anyone may use the UID to identify a person's  
17 real name using a standard web browser such as Google Chrome, Internet Explorer, or  
18 Mozilla Firefox.

19           25. Once registered, Facebook users may post personal information, including,  
20 *inter alia*, their real names, current and past addresses, current and former employers, phone  
21 numbers, email addresses, date of birth, place of birth, relationship status, photographs,  
22 videos, interests, and information concerning their friends.

23           26. Registered Facebook users may also participate in thousands of interactive  
24 "Platform" Applications authorized by Facebook but developed by third parties. The term  
25 "Platform" refers to a set of application programming interfaces ("APIs") and services that  
26 enable others, including application developers and website operators, to retrieve data from  
27 Facebook or provide data to Facebook. Facebook Platform Apps, such as Zynga's Farmville,  
28



1 allow users to play games or share common interests with one another in real time through  
2 Facebook.

3 27. Facebook considers Apps to be important in extending the usefulness and  
4 reach of its network. By offering Apps that, *inter alia*, allow users to play social games, set  
5 up their family trees, and buy virtual presents for other users, Facebook is transforming itself  
6 into a hub of social activities. In addition, Facebook reaps significant profits from third  
7 party Apps by selling its own virtual currency – Facebook Credits – that can be used to make  
8 in-game purchases in certain Apps.

9 28. More than one million developers and entrepreneurs create Apps for use on  
10 Facebook Platform. Currently, there are more than 550,000 active Applications on Facebook  
11 Platform.

12 29. Every month, over 70% of Facebook users engage Platform Apps.

13 30. Facebook represents to users that it adheres to a strict privacy policy with  
14 respect to their use of Platform Apps. Paragraph 2 of its Terms, titled “Sharing Your  
15 Content and Information,” in relevant part, states:

16 When you use an application, your content and information is shared with the  
17 application. We require applications to respect your privacy, and your  
18 agreement with that application will control how the application can use, store,  
and transfer that content and information. (To learn more about Platform, read  
our Privacy Policy and About Platform page.)

19 Facebook Statement of Rights and Responsibilities, <http://www.facebook.com/terms.php>  
20 (last revised Oct. 4, 2010).

21 31. Paragraph 4 of Facebook’s Privacy Policy, titled “Information You Share With  
22 Third Parties” states the following with regard to Platform Applications,:

23 **Facebook Platform.** As mentioned above, we do not own or operate the  
24 applications or websites that use Facebook Platform. That means that when  
25 you use those applications and websites you are making your Facebook  
information available to someone other than Facebook. *Prior to allowing*  
26 *them to access any information about you, we require them to agree to terms*  
27 *that limit their use of your information (which you can read about in*  
*Section 9 of our Statement of Rights and Responsibilities) and we use*  
*technical measures to ensure that they only obtain authorized information.*  
To learn more about Platform, visit our About Platform page.

28 **Connecting with an Application or Website.** When you connect with an  
application or website it will have access to General Information about you.



1 The term General Information includes your and your friends' names, profile  
2 pictures, gender, user IDs, connections, and any content shared using the  
3 Everyone privacy setting. We may also make information about the location  
4 of your computer or access device and your age available to applications and  
5 websites in order to help them implement appropriate security measures and  
6 control the distribution of age-appropriate content. If the application or  
7 website wants to access any other data, it will have to ask for your permission.

8 We give you tools to control how your information is shared with applications  
9 and websites that use Platform. For example, you can block all platform  
10 applications and websites completely or block specific applications from  
11 accessing your information by visiting your Applications and Websites privacy  
12 setting or the specific application's "About" page. You can also use your  
13 privacy settings to limit which of your information is available to "everyone".  
14 [sic]

15 You should always review the policies of third party applications and websites  
16 to make sure you are comfortable with the ways in which they use information  
17 you share with them. We do not guarantee that they will follow our rules. If  
18 you find an application or website that violates our rules, you should report the  
19 violation to us on this help page and we will take action as necessary.

20 **When your friends use Platform.** If your friend connects with an application  
21 or website, it will be able to access your name, profile picture, gender, user ID,  
22 and information you have shared with "everyone." It will also be able to  
23 access your connections, except it will not be able to access your friend list.  
24 If you have already connected with (or have a separate account with) that  
25 website or application, it may also be able to connect you with your friend on  
26 that application or website. If the application or website wants to access any  
27 of your other content or information (including your friend list), it will have to  
28 obtain specific permission from your friend. If your friend grants specific  
permission to the application or website, it will generally only be able to  
access content and information about you that your friend can access. In  
addition, it will only be allowed to use that content and information in  
connection with that friend. For example, if a friend gives an application  
access to a photo you only shared with your friends, that application could  
allow your friend to view or print the photo, but it cannot show that photo to  
anyone else.

We provide you with a number of tools to control how your information is  
shared when your friend connects with an application or website. For  
example, you can use your Application and Websites privacy setting to limit  
some of the information your friends can make available to applications and  
websites. You can block all platform applications and websites completely or  
block particular applications or websites from accessing your information.  
You can use your privacy settings to limit which friends can access your  
information, or limit which of your information is available to "everyone."  
You can also disconnect from a friend if you are uncomfortable with how they  
are using your information.

**Pre-Approved Third-Party Websites and Applications.** In order to  
provide you with useful social experiences off of Facebook, we occasionally  
need to provide General Information about you to pre-approved third party  
websites and applications that use Platform at the time you visit them (if you  
are still logged in to Facebook). Similarly, when one of your friends visits a  
pre-approved website or application, it will receive General Information about

1 you so you and your friend can be connected on that website as well (if you  
 2 also have an account with that website). *In these cases we require these*  
 3 *websites and applications to go through an approval process, and to enter*  
 4 *into separate agreements designed to protect your privacy. For example,*  
 5 *these agreements include provisions relating to the access and deletion of*  
 6 *your General Information, along with your ability to opt-out of the*  
 7 *experience being offered.* You can disable instant personalization on all pre-  
 approved websites and applications using your Applications and  
 Websites privacy setting. You can also block a particular pre-approved  
 website or application by clicking "No Thanks" in the blue bar when you visit  
 that application or website. In addition, if you log out of Facebook before  
 visiting a pre-approved application or website, it will not be able to access  
 your information.

8 Facebook Privacy Policy, <http://www.facebook.com/policy.php> (last revised Oct. 5, 2010)  
 9 (emphasis added).

10 32. Facebook requires all App Developers who develop or operate Apps on  
 11 Facebook, including Defendant Zynga, to adhere to its Terms. Paragraph 9 of its Terms,  
 12 titled "Special Provisions Applicable to Developers/Operators of Applications and  
 13 Websites," states:

14 If you are a developer or operator of a Platform application or website, the  
 15 following additional terms apply to you:

- 16 1. You are responsible for your application and its content and all uses  
 17 you make of Platform. This includes ensuring your application or use  
 of Platform meets our Developer Principles and Policies and our  
 Advertising Guidelines.
- 18 2. Your access to and use of data you receive from Facebook, will be  
 19 limited as follows:
  - 20 1. You will only request data you need to operate your application.
  - 21 2. You will have a privacy policy that tells users what user data you  
 22 are going to use and how you will use, display, share, or transfer  
 that data and you will include your privacy policy URL in the  
 Developer Application.
  - 23 3. You will not use, display, share, or transfer a user's data in a  
 24 manner inconsistent with your privacy policy.
  - 25 4. You will delete all data you receive from us concerning a user if  
 the user asks you to do so, and will provide a mechanism for  
 users to make such a request.
  - 26 5. You will not include data you receive from us concerning a user  
 27 in any advertising creative.
  - 28 6. *You will not directly or indirectly transfer any data you receive*  
*from us to (or use such data in connection with) any ad*

*network, ad exchange, data broker, or other advertising related toolset, even if a user consents to that transfer or use.*

7. *You will not sell user data. If you are acquired by or merge with a third party, you can continue to use user data within your application, but you cannot transfer user data outside of your application.*

8. We can require you to delete user data if you use it in a way that we determine is inconsistent with users' expectations.

9. *We can limit your access to data.*

10. You will comply with all other restrictions contained in our Developer Principles and Policies.

3. You will not give us information that you independently collect from a user or a user's content without that user's consent.

4. You will make it easy for users to remove or disconnect from your application.

5. You will make it easy for users to contact you. We can also share your email address with users and others claiming that you have infringed or otherwise violated their rights.

6. You will provide customer support for your application.

7. You will not show third party ads or web search boxes on Facebook.

8. We give you all rights necessary to use the code, APIs, data, and tools you receive from us.

9. You will not sell, transfer, or sublicense our code, APIs, or tools to anyone.

10. You will not misrepresent your relationship with Facebook to others.

11. You may use the logos we make available to developers or issue a press release or other public statement so long as you follow our Developer Principles and Policies.

12. We can issue a press release describing our relationship with you.

13. You will comply with all applicable laws. In particular you will (if applicable):

1. have a policy for removing infringing content and terminating repeat infringers that complies with the Digital Millennium Copyright Act.

2. comply with the Video Privacy Protection Act ("VPPA"), and obtain any opt-in consent necessary from users so that user data subject to the VPPA may be shared on Facebook. You represent that any disclosure to us will not be incidental to the ordinary course of your business.

14. We do not guarantee that Platform will always be free.
15. You give us all rights necessary to enable your application to work with Facebook, including the right to incorporate content and information you provide to us into streams, profiles, and user action stories.
16. You give us the right to link to or frame your application, and place content, including ads, around your application.
17. We can analyze your application, content, and data for any purpose, including commercial (such as for targeting the delivery of advertisements and indexing content for search).
18. *To ensure your application is safe for users, we can audit it.*
19. We can create applications that offer similar features and services to, or otherwise compete with, your application.

Facebook Statement of Rights and Responsibilities,

<http://www.facebook.com/terms.php> (last revised Oct. 4, 2010) (emphasis added).

33. Facebook also requires all App Developers who develop or operate Apps on Facebook, including Defendant Zynga, to adhere to Facebook's Platform Policies, attached hereto as Exhibit C, which states in relevant part:

## **II. Storing and Using Data You Receive From Us**

1. You will only request the data you need to operate your application.
2. You may cache data you receive through use of the Facebook API in order to improve your application's user experience, but you should try to keep the data up to date. This permission does not give you any rights to such data.
3. You will have a privacy policy that tells users what user data you are going to use and how you will use, display, share, or transfer that data and you will include your privacy policy URL in the Developer Application.
4. A user's friends' data can only be used in the context of the user's experience on your application.
5. Subject to certain restrictions, including on transfer, users give you their basic account information when they connect with your application. *For all other data obtained through use of the Facebook API, you must obtain explicit consent from the user who provided the data to us before using it for any purpose other than displaying it back to the user on your application.*
6. *You will not directly or indirectly transfer any data you receive from us, including user data or Facebook User IDs, to (or use such*

*data in connection with) any ad network, ad exchange, data broker, or other advertising or monetization related toolset, even if a user consents to such transfer or use. By indirectly we mean you cannot, for example, transfer data to a third party who then transfers the data to an ad network. By any data we mean all data obtained through use of the Facebook API, including aggregate, anonymous or derivative data.*

7. *You will not use Facebook User IDs for any purpose outside your application (e.g., your infrastructure, code, or services necessary to build and run your application). Facebook User IDs may be used with external services that you use to build and run your application, such as a web infrastructure service or a distributed computing platform, but only if those services are necessary to running your application and the service has a contractual obligation with you to keep Facebook User IDs confidential.*
8. If you need an anonymous unique identifier to share outside your application with third parties such as content partners, advertisers, or ad networks, you must use our mechanism. You must never share this anonymous unique identifier with a data broker, information broker, or any other service that we may define as such under our sole discretion.
9. *You will not sell any data.* If you are acquired by or merge with a third party, you can continue to use user data within your application, but you cannot transfer data outside your application.
10. If you stop using Platform or we disable your application, you must delete all data you have received through use of the Facebook API unless: (a) it is basic account information; or (b) you have received explicit consent from the user to retain their data.
11. You cannot use a user's friend list outside of your application, even if a user consents to such use, but you can use connections between users who have both connected to your application.
12. You will delete all data you receive from us concerning a user if the user asks you to do so, and will provide an easily accessible mechanism for users to make such a request. We may require you to delete data you receive from the Facebook API if you violate our terms.
13. You will not include data you receive from us concerning a user in any advertising creative, even if a user consents to such use.
14. You must not give your secret key to another party, unless that party is an agent acting on your behalf as an operator of your application. You are responsible for all activities that occur under your account identifiers.

Facebook Platform Policies, <http://developers.facebook.com/policy/> (last revised Oct. 29, 2010) (emphasis added).



1 **Zynga**

2 34. Defendant Zynga is one of the largest providers of Facebook Platform  
3 Apps, offering popular social games such as FarmVille, FrontierVille, Mafia Wars,  
4 Zynga Poker, and Café World. Zynga's "mission is to connect people through games.  
5 [They] make social games that are free and accessible for everyone to play." Zynga  
6 Fact Sheet, <http://www.zynga.com/about/facts.php> (last visited Nov. 5, 2010).

7 35. Zynga has over 350 million active monthly users and 65 million active  
8 daily users.

9 36. Zynga enjoys substantial profits from third-party companies who  
10 deliver advertisements on Zynga's Apps.

11 37. Zynga also profits from selling users "virtual currency" that can be  
12 used to purchase "virtual items" in its games.

13 38. In order to access and play a Zynga game, Facebook users must first  
14 register a profile with Zynga and agree to its Terms of Services and Privacy Policy,  
15 which are attached hereto as Exhibits D and E, respectively. Zynga requires all users  
16 to submit their name, address, and gender. Specifically, paragraph 8 of Zynga's  
17 Terms of Services, titled "Account Responsibility," states the following concerning  
18 its users' account responsibilities:

19  
20 a) This Service is offered through various social networks. The Service is  
21 only available to persons who are registered members of the social network  
22 through which they access the game and are in compliance with the policies or  
terms of use/service of that social network. In creating your account with a  
social network through which you will access the Service ("Account"), ***you***  
***agree to:***

23 i) ***provide true, accurate, current and complete information about***  
24 ***yourself*** ("Registration Data"); and

25 ii) ***maintain and promptly update the Registration Data to keep it true,***  
***accurate, current and complete.***

26 b) Users that maintain more than one account on a social network may not  
27 access this Service from multiple accounts. If you provide any information  
28 that is untrue, inaccurate, not current or incomplete, or Zynga has reasonable  
grounds to suspect that such information is untrue, inaccurate, not current or  
incomplete, Zynga has the right to suspend or terminate your ability to  
participate in the Service and refuse any and all current or future use of the



1 Service (or any portion thereof). Provider reserves the right to terminate  
2 accounts that have been inactive for 180 consecutive days.

3 Zynga Terms of Service, <http://www.zynga.com/about/terms-of-service.php> (last updated  
4 Aug. 1, 2010) (emphasis added).

5 39. Zynga represents that it respects the privacy of its users and that it will not  
6 transmit any information about its users to third parties. Like all App Developers, by  
7 offering Apps on Facebook, Zynga assented to the Facebook's Terms and Platform Policies,  
8 to which Plaintiff and other Class members are the intended third party beneficiaries. As  
9 described above, Facebook's Terms Platform Policies prohibit Zynga from, *inter alia*,  
10 directly or indirectly transferring any data that it receives about a user through Facebook and  
11 selling any user data.

12 40. In addition, Zynga represents to users that they "don't generally collect any  
13 'Personally Identifying Information' about [its] users (such as social security number,  
14 telephone number, street address, drivers license number, etc.), except for billing and  
15 payments where [it] store [users'] billing information such as name, street address, phone  
16 number." See Zynga Privacy Policy, <http://www.zynga.com/about/privacy-policy.php> (last  
17 updated March 16, 2010).

18 41. Zynga represents that it maintains and enforces a strict privacy policy. Under  
19 the section titled, "How We Use Your Information," Zynga states that it "do[es] not sell or  
20 rent [user's] 'Personally Identifiable Information' to any third party. [It] may, however, use  
21 certain information about [a user] that is not personally identifiable." Zynga Privacy Policy,  
22 <http://www.zynga.com/about/privacy-policy.php> (last updated March 16, 2010).

23 42. Under the section titled, "Third-Party Advertising Companies," Zynga's  
24 Privacy Policy states in relevant part:

25 Zynga does not provide any Personally Identifiable Information to third-party  
26 advertising companies. Note, however, that if an advertiser asks Zynga to  
27 show an advertisement to users with certain characteristics (for example,  
28 women ages 18-24) or a segment of that group (for example, women ages 18-  
24 who have viewed certain categories of content) and you respond to that  
advertisement, the third-party advertising company may conclude that you  
have the characteristics of the audience that they are trying to reach.

1 Zynga Privacy Policy, <http://www.zynga.com/about/privacy-policy.php> (last updated March  
2 16, 2010).

### 3 **Rapleaf**

4 43. Rapleaf is an internet technology company “that builds innovative products to  
5 compile and analyze large amounts of information.” Rapleaf, “Our Company,”  
6 <http://www.rapleaf.com/about> (last visited Nov. 5, 2010). Rapleaf collects, indexes, and  
7 tracks consumer information posted on the internet, such as on social networking sites, and  
8 stores such information in its “Rapleaf Database.”

9 44. The information collected by Rapleaf falls into two categories: “1) personal  
10 information you voluntarily supply when you log into our Websites and 2) tracking  
11 information collected as you navigate through our sites.” Rapleaf Web Privacy Policy,  
12 [http://www.rapleaf.com/web\\_privacy](http://www.rapleaf.com/web_privacy) (last revised October 19, 2009). With regard to the  
13 tracking information provided by third parties, Rapleaf states:

14 We use both Rapleaf Display Media and cookies provided by third party  
15 vendors. These cookies include non-personally identifiable information that  
16 allows advertisers and content owners to improve your web experience. They  
17 may be used to tailor ad content both on the Rapleaf site as well as other sites  
18 that you may visit in the future. They may also collect data such as your  
browser type, your operating system, Web pages visited, time of visits, content  
viewed, and other clickstream data, ***none of which will include personal  
information about you.***

19 *Id.*

20 45. Rapleaf primarily serves as a business-to-business firm. It serves clients by  
21 utilizing its Database of consumer information, along with data information from other  
22 sources to create consumer reports in order to help businesses, *inter alia*, segment customers,  
23 understand consumer penetration across social media, plan online marketing campaigns, and  
24 find influential customers for customer relationship management.

25 46. Rapleaf represents that it respects individual privacy and “take[s] many  
26 measures to protect your privacy.” Rapleaf, “Privacy at Rapleaf,”  
27 <http://www.rapleaf.com/privacy> (last visited Nov. 15, 2010), attached hereto as Exhibit F.  
28 Rapleaf also represents that in order to protect privacy:

- We never sell, rent, or lease email addresses to third parties.
- We do not store any information in Rapleaf cookies that could be used to identify you.
- We don't collect or work with sensitive data on children, health or medical conditions, sexual preferences, financial account information, or religious beliefs.
- We don't track online behavior like your web browsing history or search history.
- We are building the best anonymization system for online advertising cookies to protect your privacy even within anonymous audience segments.
- We follow industry best practices and work closely with industry associations to continually raise the bar on consumer privacy.

*Id.*

47. Additionally, Rapleaf represents that:

Protecting privacy is our top priority at Rapleaf. We comply with all applicable privacy laws and regulations about managing our database. We use industry standard security measures to make sure the information in our databases is secure. And before any transfer of data, we align our privacy policies and practices with our business customers.

Rapleaf Data Privacy Policy, [http://www.rapleaf.com/privacy/data\\_privacy](http://www.rapleaf.com/privacy/data_privacy) (last visited Nov. 15, 2010), attached hereto as Exhibit G.

#### **DEFENDANTS' UNLAWFUL CONDUCT**

48. Contrary to state and federal laws, and the respective terms of use and privacy policies of each Defendant, many Facebook Platform Apps captured and/or transmitted the personal and private information of Facebook users to third party advertising and internet tracking firms, without prior authorization from Plaintiff and other Class members to capture or transmit such information. Additionally, in violation of federal and state laws, and Defendants' respective privacy policies and rules, Defendant Rapleaf and other advertising and data firms whose identities are currently unknown further transmitted Facebook users' personally identifiable information to other third parties. The entities that improperly received the personally identifiable information of Plaintiff and other Class members were able to link the information to profiles that the entities already assembled or to create new profiles.

1           49.     Specifically, when a Facebook user clicked on an advertisement displayed in  
2 an App, such as Zynga's FarmVille, a "Referrer Header" was sent to the corresponding  
3 advertiser. The Referrer Header provided the advertiser with the specific webpage address  
4 that the Facebook member was reviewing prior to clicking the advertisement. The Referrer  
5 Headers report the Facebook UIDs or username of the user, as well as other sensitive  
6 personally identifiable information.

7           50.     Since Facebook classifies UIDs as public, anyone can use a UID number to  
8 look up that user's name with a standard web browser such as Google, including users who  
9 set all of their Facebook information to be private by engaging Facebook's strictest privacy  
10 settings in their user profiles. In addition, the Facebook UID reveals information that  
11 members have set to share with "everyone," including age, residence, occupation and photos.

12           51.     The transmission of Facebook UIDs is particularly harmful to Plaintiff and  
13 Class members. Unlike other competing social networking websites that allow users to hide  
14 their real names and select a "display name" to be used on the network, Facebook links each  
15 UID to a person's real name. *See* The Wall Street Journal, "MySpace, Apps Leak User Data"  
16 (Oct. 23, 2010), *available at* [http://online.wsj.com/article/SB1000142405270230373850](http://online.wsj.com/article/SB10001424052702303738504575568460409331560.html)  
17 [4575568460409331560.html](http://online.wsj.com/article/SB10001424052702303738504575568460409331560.html).

18           52.     The Defendants' misconduct and mishandling of the private information of  
19 Plaintiff and other Class members has been confirmed by *The Wall Street Journal* in an  
20 article published on October 18, 2010. The article states, in relevant part:

21           Many of the most popular applications, or "apps," on the social-networking  
22 site Facebook Inc. have been transmitting identifying information—in effect,  
23 providing access to people's names and, in some cases, their friends'  
names—to dozens of advertising and Internet tracking companies, a Wall  
Street Journal investigation has found.

24           The issue affects tens of millions of Facebook app users, including people who  
25 set their profiles to Facebook's strictest privacy settings. The practice breaks  
Facebook's rules, and renews questions about its ability to keep identifiable  
26 information about its users' activities secure.

27           \* \* \*

28           The Journal found that all of the 10 most popular apps on Facebook were  
transmitting users' IDs to outside companies.

1 The apps, ranked by research company Inside Network Inc. (based on monthly  
2 users), include Zynga Game Network Inc.'s FarmVille, with 59 million users,  
3 and Texas HoldEm Poker and FrontierVille. Three of the top 10 apps,  
4 including FarmVille, also have been transmitting personal information about a  
5 user's friends to outside companies.

6 \* \* \*

7 The information being transmitted is one of Facebook's basic building blocks:  
8 the unique "Facebook ID" number assigned to every user on the site. Since a  
9 Facebook user ID is a public part of any Facebook profile, anyone can use an  
10 ID number to look up a person's name, using a standard Web browser, even if  
11 that person has set all of his or her Facebook information to be private. For  
12 other users, the Facebook ID reveals information they have set to share with  
13 "everyone," including age, residence, occupation and photos.  
14 The apps reviewed by the Journal were sending Facebook ID numbers to at  
15 least 25 advertising and data firms, several of which build profiles of Internet  
16 users by tracking their online activities.

17 Defenders of online tracking argue that this kind of surveillance is benign  
18 because it is conducted anonymously. In this case, however, the Journal found  
19 that one data-gathering firm, Rapleaf Inc., had linked Facebook user ID  
20 information obtained from apps to its own database of Internet users, which it  
21 sells. Rapleaf also transmitted the Facebook IDs it obtained to a dozen other  
22 firms, the Journal found.

23 \* \* \*

24 Following an investigation by the Canadian Privacy Commissioner, Facebook  
25 in June limited applications to accessing only the public parts of a user's  
26 profile, unless the user grants additional permission. (Canadian officials later  
27 expressed satisfaction with Facebook's steps.) Previously, applications could  
28 tap any data the user had access to, including detailed profiles and information  
about a user's friends.

\* \* \*

19 The applications transmitting Facebook IDs may have breached their own  
20 privacy policies, as well as industry standards, which say sites shouldn't share  
21 and advertisers shouldn't collect personally identifiable information without  
22 users' permission. Zynga, for example, says in its privacy policy that it "does  
23 not provide any Personally Identifiable Information to third-party advertising  
24 companies."

25 \* \* \*

26 The most expansive use of Facebook user information uncovered by the  
27 Journal involved Rapleaf. The San Francisco company compiles and sells  
28 profiles of individuals based in part on their online activities.

29 The Journal found that some LOLapps applications, as well as the Family Tree  
30 application, were transmitting users' Facebook ID numbers to Rapleaf.  
31 Rapleaf then linked those ID numbers to dossiers it had previously assembled  
32 on those individuals, according to Rapleaf. Rapleaf then embedded that  
33 information in an Internet-tracking file known as a "cookie."



Rapleaf says it strips out the user's name when it embeds the information in the cookie and shares that information for ad targeting. However, The Wall Street Journal found that Rapleaf transmitted Facebook user IDs to a dozen other advertising and data firms, including Google Inc.'s Invite Media. . . .

*The Wall Street Journal*, "Facebook in Privacy Breach: Top-Ranked Applications Transmit Personal IDs, a Journal Investigation Finds" (Oct. 18, 2010), *available at* <http://online.wsj.com/article/SB10001424052702304772804575558484075236968.html>.

53. In an October 25, 2010 article, *The Wall Street Journal* reported finding that Rapleaf had transmitted personally identifying information of Facebook users to at least 12 companies:

When a person logs in to certain sites, the sites send identifying information to Rapleaf, which looks up that person in its database of email addresses. Then, Rapleaf installs a "cookie," a small text file, on the person's computer containing details about the individual (minus name and other identifiable facts). Sites where this happened include e-card provider Pingg.com, advice portal About.com and picture service TwitPic.com.

In some cases, Rapleaf also transmits data about the person to advertising companies it partners with.

Data gathered and sold by Rapleaf can be very specific. According to documents reviewed by the Journal, Rapleaf's segments recently included a person's household income range, age range, political leaning, and gender and age of children in the household, as well as interests in topics including religion, the Bible, gambling, tobacco, adult entertainment and "get rich quick" offers. In all, Rapleaf segmented people into more than 400 categories, the documents indicated.

Rapleaf's privacy policy states it won't "collect or work with sensitive data on children, health or medical conditions, sexual preferences, financial account information or religious beliefs."

After the Journal asked Rapleaf whether some of its profile segments contradicted its privacy policy, the company eliminated many of those segments. Segments eliminated include: interest in the Bible, Hispanic and Asian ethnic products, gambling, tobacco, adult entertainment, "get rich quick" offers and age and gender of children in household.

Rapleaf says many of its segments are also "used widely by the direct-marketing industry today."

*The Wall Street Journal*, "A Web Pioneer Profiles Users by Name" (Oct. 25, 2010), *available at*

<http://online.wsj.com/article/SB10001424052702304410504575560243259416072.html> (last visited Oct. 27, 2010).





1           58. Plaintiff brings this claim for relief against each Defendant on behalf of  
2 herself and the members of the Class.

3           59. The Electronic Communications Privacy Act, 18 U.S.C. § 2510, *et. seq.* (the  
4 “ECPA”) proscribes Defendants from “intentionally divulg[ing] the contents of any  
5 communication (other than one to such person or entity, or an agent thereof) while in  
6 transmission on that service to any person or entity other than an addressee or intended  
7 recipient of such communication or an agent of such addressee or intended recipient.” 18  
8 U.S.C. § 2511(3)(a).

9           60. Plaintiff and Class members are persons whose “electronic communication  
10 [are] intercepted, disclosed, or intentionally used in violation of [the ECPA].” 18 U.S.C.  
11 § 2520(a).

12           61. By using Facebook Platform Apps, Plaintiff and Class members request  
13 Defendants to send electronic communications, but, pursuant to the respective terms of use  
14 and privacy policies of Defendants, users did not expect and did not consent to disclosure of  
15 data, including their UIDs and other personally identifiable information, to outside  
16 advertising and data companies.

17           62. By transmitting users’ UIDs and other personally identifiable information to  
18 third parties without the consent of users, Defendants intentionally violated 18 U.S.C.  
19 § 2511(3)(a). Defendants intentionally disclosed user identities in order to enhance their  
20 profitability and revenue. The disclosures were not necessary for the operation of  
21 Defendants’ relevant systems, or to protect their respective rights or properties.

22           63. Each incident in which Defendants divulged personally identifiable  
23 information of a Facebook user is a separate and distinct violation of the ECPA. Plaintiff  
24 and members of the Class therefore seek remedies as provided for by 18 U.S.C. § 2520,  
25 including such preliminary, declaratory, and other equitable relief as may be appropriate, in  
26 addition to statutory damages of the greater of \$10,000 or \$100 per day for each day of  
27 violation, actual, and punitive damages, reasonable attorneys’ fees, and Defendants’  
28 respective profits obtained from the violations described.

**SECOND CAUSE OF ACTION**

**Violation of the Stored Communications Act**

**Against All Defendants**

64. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

65. Plaintiff brings this claim for relief on behalf of herself and the members of the Class.

66. The Stored Communications Act of 1986 (“SCA”) prohibits Defendants from “knowingly divulg[ing] to any person or entity the contents of a communication while in electronic storage by that service.” 18 U.S.C. § 2702(a)(1).

67. The term “electronic storage,” as defined by the ECPA and incorporated by the SCA, also means “any storage of such communication by an electronic communication service for purposes of backup protection of such communication.” 18 U.S.C. § 2510(17)(B); 18 U.S.C. § 2711(1). Plaintiff and the Class’ personally identifiable information, including their real names, are electronically stored by Defendants for backup purposes. This personally identifiable information is stored by Defendants and remains available for viewing and re-access at a later time by the user and other persons authorized by the user to access that information. This storage is one of the main services that Defendants provide to their users.

68. As “virtual filing cabinet” for their users, Defendants are also “remote computing service” providers pursuant to 18 U.S.C. § 2711(2). The SCA prohibits Defendants from “knowingly divulg[ing] to any person or entity the contents of any communication which is carried or maintained on that service . . . if the provider is not authorized to access the contents of any such communications for purposes of providing any services other than storage or computer processing.” 18 U.S.C. § 2702(2)(a).

69. Defendants give unauthorized access to and divulge electronically stored information to advertisers and data collectors about the particular users who used Facebook Platform Apps. With the UIDs that Defendants provided, advertisers and data collectors can

1 navigate user profiles and see a user's stored electronic communications. By intentionally  
 2 and knowingly divulging confidential and private information relating to the stored  
 3 electronic communications of Plaintiff and other members of the Class, without user  
 4 knowledge or consent, Defendants violated 18 U.S.C. § 2702(a)(1) and (2). Defendants  
 5 intentionally disclosed the electronically stored information in order to enhance their  
 6 profitability and revenue. The disclosures were not necessary for the operation of  
 7 Defendants' relevant systems, or to protect their respective rights or properties.

8 70. Plaintiff and other Class members are "person[s] aggrieved by any violation of  
 9 [the SCA] in which the conduct constituting the violation is engaged in with a knowing or  
 10 intentional state of mind. . ." 18 U.S.C. § 2707(a).

11 71. Each incident in which Defendants divulged personally identifiable  
 12 information of a Facebook/Zynga user, thereby divulging that user's stored communications  
 13 to a third party, is a separate and distinct violation of the SCA. Pursuant to the SCA,  
 14 particularly 18 U.S.C. § 2707, Plaintiff and the Class are entitled to preliminary, declaratory,  
 15 and other equitable relief as may be appropriate, in addition to statutory damages of no less  
 16 than \$1,000 per violation, actual, and punitive damages, reasonable attorneys' fees, and  
 17 Defendants' respective profits obtained from the violations described.

### 18 **THIRD CAUSE OF ACTION**

#### 19 **Violation of California's Computer Crime Law**

#### 20 **Against All Defendants**

21 72. Plaintiff incorporates by reference and realleges each and every allegation  
 22 contained above, as though fully set forth herein.

23 73. Plaintiff brings this claim for relief on behalf of herself and the members of  
 24 the Class.

25 74. California's Computer Crime Law ("CCCL"), Cal. Penal Code § 502,  
 26 prohibits persons from "[k]nowingly access[ing] and without permission alter[ing],  
 27 damag[ing], delet[ing], destroy[ing], or otherwise us[ing] any data, computer, computer  
 28 system, or computer network in order to either (A) devise or execute any scheme or artifice

1 to defraud, deceive, or extort, or (B) wrongfully control or obtain money, property, or data.  
2 Cal. Penal Code § 502(c)(1). Defendants knowingly accessed and, without permission,  
3 transmitted personal information of Plaintiff and the Class to third parties in order to deceive  
4 Facebook and Zynga users and /or to wrongfully obtain money from third parties and to  
5 obtain more data from Facebook and Zynga users.

6 75. The CCCL also prohibits persons from “[k]nowingly access[ing] and without  
7 permission tak[ing], cop[ying], or mak[ing] use of any data from a computer, computer  
8 system, or computer network, or takes or copies any supporting documentation, whether  
9 existing or residing internal or external to a computer, computer system, or computer  
10 network.” Cal. Penal Code § 502(c)(2). Defendants violated Cal. Penal Code § 502(c)(1) by  
11 knowingly accessing and without permission taking, copying, or making use of Plaintiff and  
12 the Class’ unauthorized personal information by transmitting such information to third  
13 parties.

14 76. The CCCL prohibits persons from “[k]nowingly and without permission  
15 us[ing] or caus[ing] to be used computer services. Cal. Penal Code § 502(c)(3). Defendants  
16 violated Cal. Penal Code § 502(c)(3) by knowingly and without permission using or causing  
17 to be used computer services by wrongfully accessing, collecting, and transmitting Plaintiff  
18 and the Class’ personal information to third parties.

19 77. The CCCL prohibits persons from “[k]nowingly and without permission  
20 provid[ing] or assist[ing] in providing a means of accessing a computer, computer system, or  
21 computer network in violation of this section.” Cal. Penal Code § 502(c)(6). Defendants  
22 violated Cal. Penal Code § 502(c)(6) by knowingly and without permission creating a system  
23 that allowed third parties to impermissibly access, collect, and transmit Plaintiff and the  
24 Class’ personal information.

25 78. The CCCL prohibits persons from “[k]nowingly and without permission  
26 access[ing] or caus[ing] to be accessed any computer, computer system, or computer  
27 network.” Cal. Penal Code § 502(c)(7). Defendants violated Cal. Penal Code § 502(c)(7) by  
28 knowingly and without permission accessing or causing to be accessed computers and/or

1 computer networks of Plaintiff and the Class by impermissibly divulging their personal  
2 information to third parties.

3 79. The CCCL prohibits persons from “[k]nowingly introduc[ing] any computer  
4 contaminant into any computer, computer system, or computer network.” Cal. Penal Code  
5 § 502(c)(8). Defendants violated Cal. Penal Code § 502(c)(8) by knowingly introducing  
6 computer instructions designed to record or transmit Plaintiff and the Class’ personal  
7 information to third parties.

8 80. As a direct and proximate result of Defendants’ violation of § 502, Plaintiff  
9 and the Class suffered losses in an amount to be proven at trial. Plaintiff and the Class are  
10 entitled to recover their attorneys’ fees pursuant to § 502(e).

11 81. Plaintiff and Class members have also suffered irreparable injury as a result of  
12 Defendants’ unlawful conduct, including the collection and sharing of their personal  
13 information. Additionally, because the stolen information cannot be returned, the harm from  
14 the security breach is ongoing and compounding. Accordingly, Plaintiff and the Class have  
15 no adequate remedy at law, entitling them to injunctive relief.

#### 16 **FOURTH CAUSE OF ACTION**

##### 17 **Violation of California’s Unfair Competition Law**

##### 18 **(Against All Defendants)**

19 82. Plaintiff incorporates by reference and realleges each and every allegation  
20 contained above, as though fully set forth herein.

21 83. Plaintiff brings this claim for relief on behalf of herself and the members of  
22 the Class.

23 84. California’s Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code  
24 § 17200, *et seq.*, protects both consumers and competitors by promoting fair competition in  
25 commercial markets for goods and services. Under the UCL, “unfair competition” means  
26 “any unlawful, unfair or fraudulent business act or practice.” Cal. Bus. & Prof. Code  
27 § 17200.  
28



1           85. Defendants have violated the UCL by disclosing Plaintiff and Class members'  
2 personally identifiable information to third parties without their authorization.

3           86. An unlawful business practice is anything that can properly be called a  
4 business practice and that is at the same time forbidden by law. Defendants have violated  
5 the "unlawful" prong of the UCL in that their conduct violated the ECPA (18 U.S.C. § 2510,  
6 *et seq.*), the SCA (18 U.S.C. § 2701, *et seq.*), Consumer Legal Remedies Act (Cal. Civ. Code  
7 § 1759, *et seq.*) and the California Computer Crime Law (Cal. Penal Code § 502).

8           87. Defendants violated the "fraudulent" prong of the UCL by explicitly  
9 representing in their respective terms and privacy policies, as well as other public statements,  
10 that they would not make users' personal information available to any third party without  
11 authorization. Defendants used those misrepresentations to induce users to submit their  
12 personally identifiable information to their respective websites. In addition, Defendants  
13 violated the fraudulent prong of the UCC by clandestinely and surreptitiously collecting and  
14 disseminating the personally identifying information of Plaintiff and Class members without  
15 receiving consent to do so. Defendants then knowingly transmitted that information to third  
16 parties without the authorization of users.

17           88. Defendants violated the "unfair" prong of the UCL by gaining control over and  
18 divulging to third parties their users' personally identifiable information without user  
19 consent and under false pretenses.

20           89. The UCL expressly prohibits "any person, firm, corporation, or association, or  
21 any employee thereof" to make an "untrue or misleading [statement], and which is known, or  
22 which by the exercise of reasonable care should be known, to be untrue or misleading . . ."  
23 Cal. Bus. & Prof. Code § 17500. By making untrue or misleading representations in their  
24 privacy policies and their terms of use, Defendants violated the UCL.

25           90. Plaintiff and Class members have suffered injury in fact and have lost money  
26 or property as a result of Defendants' unfair competition as alleged herein.

27           91. Defendants' unlawful, unfair, or fraudulent practices occurred primarily and  
28 substantially in California. Defendants Facebook, Zynga, and Rapleaf are headquartered in

1 California. Thus, Defendants' decisions concerning the retention and safeguarding the  
2 disclosure of user information were made in California; Defendants maintain all or a  
3 substantial part of their computer systems containing user information in California; and the  
4 disclosure of their users' personally identifiable information took place primarily and  
5 substantially in California.

6 92. Pursuant to Cal. Bus. & Prof. Code § 17203, Plaintiff and Class members are  
7 entitled to equitable relief, including restitution of all monies paid to Defendants as a result  
8 of their alleged misconduct, a permanent injunction enjoining Defendants from continuing to  
9 engage in the unlawful, unfair or fraudulent business activities as alleged herein and  
10 requiring Defendants to implement adequate measures to protect users against having their  
11 personally identifiable information transmitted to third parties; appropriate declaratory relief  
12 as described herein; and awarding Plaintiff and the Class reasonable costs and attorneys' fees  
13 pursuant to Cal. Code Civ. Proc. § 1021.5.

14 **FIFTH CAUSE OF ACTION**

15 **Breach of Contract**

16 **(Against All Defendants)**

17 93. Plaintiff incorporates by reference and realleges each and every allegation  
18 contained above, as though fully set forth herein.

19 94. Plaintiff brings this claim for relief on behalf of herself and the members of  
20 the Class.

21 95. Defendants' products and services offered to Plaintiff and other Class  
22 members are governed by their respective written terms of use and privacy policies. These  
23 are attached hereto as Exhibits A through G, collectively referred to herein as the  
24 "Contracts." Defendants' respective written terms of use and privacy policies are valid and  
25 enforceable contracts between Plaintiff and Class members on one hand and Defendants on  
26 the other.

27 96. Additionally, in order to offer Applications on Facebook Platform to Plaintiff  
28 and the Class, Facebook required App Developers, including Zynga, to agree to its terms and

1 conditions governing third-party Application developers and operators, including those  
2 described above (collectively, the “App Developer Agreements”). The App Developer  
3 Agreements are intended to protect Plaintiff and the Class. Thus, Plaintiff and the Class are  
4 intended third-party beneficiaries of the Agreement.

5 97. Plaintiff and the Class transmitted sensitive personally identifiable information  
6 to Defendants in exchange for their implicit and explicit promise that such information  
7 would not be shared with third parties, including but not limited to advertisers and data  
8 firms, without their authorization.

9 98. Plaintiff and the Class pay for the services of Defendants with their personal  
10 information. Thus, Plaintiff and Class members exchanged something valuable – access to  
11 their personal information – for Defendants’ services and Defendants’ promise to safeguard  
12 that personal information.

13 99. Defendants collect revenues in large part because the personal information  
14 submitted by their users increases the value of their respective advertising services and  
15 marketable data. Because Defendants have access to highly personal information about their  
16 users, their respective advertising platforms are particularly attractive to advertisers and  
17 marketers who can and do use that personal information to deliver targeted ads to users. For  
18 the same reasons, the data set of user information held by Defendants is particularly  
19 attractive to data gathering companies who can and do use that personal information to sell  
20 marketing services to other third parties. In this regard, Defendants’ services are vehicles to  
21 acquire personal information about consumers in order to sell that personal information to  
22 third parties.

23 100. If not for the inherent and identifiable value of access to personal consumer  
24 information, Defendants would be much less profitable. Thus, their promises concerning the  
25 safeguarding of personal information received from users in exchange for Defendants’  
26 respective services and products are vital to their business and their users.

27 101. Defendants materially breached their respective Contracts with users through  
28 their unlawful conduct as alleged herein. In addition, Defendants materially breached their

1 Agreements with Facebook, to which Plaintiff and the Class were intended third-party  
2 beneficiaries, through its unlawful disclosure of personally identifiable information to third  
3 parties.

4 102. As a result of Defendants' misconduct and breach of the Contracts and  
5 Agreements described herein, Plaintiff and the Class suffered injury.

6 **SIXTH CAUSE OF ACTION**

7 **Violation of Cal. Civ. Code §§ 1572 & 1573**

8 **(Against All Defendants)**

9 103. Plaintiff incorporates by reference and realleges each and every allegation  
10 contained above, as though fully set forth herein.

11 104. Plaintiff brings this claim for relief on behalf of herself and the members of  
12 the Class.

13 105. Cal. Civ. Code § 1572 provides in relevant part that actual fraud exists when a  
14 party to a contract, "with intent to deceive another party thereto," suppresses "that which is  
15 true, by one having knowledge or belief of the fact." Cal. Civ. Code § 1572(3).

16 106. Cal. Civ. Code § 1573 provides in relevant part that constructive fraud exists  
17 "[i]n any such act or omission as the law specially declares to be fraudulent, without respect  
18 to actual fraud." Cal. Civ. Code § 1573(2).

19 107. Defendants violated § 1572(3) through their repeated and explicit false  
20 assertions that they would not share personally identifiable information of users with third  
21 parties without consent, as described herein. Defendants further violated this section by  
22 suppressing their knowledge of this fact.

23 108. Defendants violated § 1573 by breaching their duty to protect users' personally  
24 identifiable information from third parties and gaining an advantage in doing so, by  
25 misleading Plaintiff and the Class to their prejudice, as described herein.

26 109. Plaintiff, on behalf of herself and the Class, seek injunctive relief and damages  
27 from Defendants, including but not limited to disgorgement of all proceeds Defendants  
28 obtained from their unlawful conduct.

**SEVENTH CAUSE OF ACTION**

**Breach of the Covenant of Good Faith and Fair Dealing**

(Against All Defendants)

110. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

111. Plaintiff brings this claim for relief on behalf of herself and the members of the Class.

112. Under California law, in every contract, there is an implied covenant of good faith and fair dealing by each party not to do anything which will deprive the other parties of the benefits of the contract, and breach of this covenant gives rise to an action for damages.

113. Plaintiff and the Class had a contractual relationship with Defendants, either directly or through a third party beneficiary relationship, as discussed above. Defendants violated the covenant of good faith and fair dealing in the applicable agreements by gathering and transmitting valuable personal information to others and profiting from the use of that data without providing any compensation or consideration for such data to Plaintiff or the Class, and by aiding and abetting each other in the wrongful conduct complained of herein.

**EIGHTH CAUSE OF ACTION**

**Breach of Privacy**

**Against All Defendants**

114. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

115. Plaintiff brings this claim for relief on behalf of herself and the members of the Class.

116. Defendants improperly invaded constitutional, statutory, and common law privacy rights of Plaintiff and other Class members. These violations included repeatedly accessing private and personal information of Facebook users without such users' consent and/or at such users' expense.

1 117. As a result of the above violations of the privacy rights of Plaintiff and other  
2 Class members, Defendants are liable to Plaintiff and the Class for declaratory judgment,  
3 damages, and attorneys' fees and costs.

4 **NINTH CAUSE OF ACTION**

5 **Unjust Enrichment**

6 **Against All Defendants**

7 118. Plaintiff incorporates by reference and realleges each and every allegation  
8 contained above, as though fully set forth herein.

9 119. Plaintiff brings this claim for relief on behalf of herself and the members of  
10 the Class.

11 120. Plaintiff and other Class members have conferred a benefit upon Defendants.  
12 As described herein, Defendants knowingly profited from the unlawful use of the private and  
13 personal information of Plaintiff and other Class members through the sharing of this  
14 information with third parties without consent and without compensating Plaintiff and the  
15 Class members.

16 121. Under the principles of equity and good conscience, Defendants should not be  
17 permitted to retain money belonging to Plaintiff and the Class members that they unjustly  
18 received as a result of Defendants' unlawful actions.

19 122. Plaintiff and the Class have suffered loss as a direct result of Defendants'  
20 conduct.

21 123. Plaintiff, individually and on behalf of the Class, seeks the imposition of a  
22 constructive trust on and restitution of Defendants' proceeds received as a result of the  
23 conduct described herein, as well as attorney's fees and costs pursuant to Cal. Civ. Proc.  
24 Code § 1021.5.

25 **PRAYER FOR RELIEF**

26 WHEREFORE, Plaintiff, individually and on behalf of the Class, prays for an order  
27 granting the following relief:  
28



1           A.     Certification of this case as a class action on behalf of the Class defined above,  
2 appointment of Plaintiff Barbara Moskowitz as class representative and her counsel as class  
3 counsel;

4           B.     Declaration that Facebook and Zynga's actions, as described herein, violate the  
5 ECPA (18 U.S.C. § 2510, *et seq.*), the SCA (18 U.S.C. § 2701, *et seq.*), California Computer  
6 Crime Law (Cal. Penal Code § 502), California Unfair Competition Law (Cal. Bus. & Prof.  
7 Code § 17200, *et seq.*), and constitute breach of contract, breach of the implied covenant of good  
8 faith and fair dealing, and unjust enrichment;

9           C.     Awarding injunctive relief and other equitable relief as is necessary to protect the  
10 interest of Plaintiff and the Class, including an order, *inter alia*, prohibiting Facebook and Zynga  
11 from engaging in the wrongful and unlawful activities described herein;

12           D.     Awarding damages, including statutory damages where applicable, to Plaintiff and  
13 the Class in an amount to be determined at trial;

14           E.     Awarding all economic, monetary, actual, consequential, and compensatory  
15 damages caused by Defendants' conduct;

16           F.     Disgorge Defendants' of all revenue earned from the transmission of Plaintiff and  
17 the Class' personal information to third parties;

18           G.     Awarding restitution of all monies to which Plaintiff and the Class are entitled  
19 in equity;

20           H.     Awarding Plaintiff and the Class their reasonable fees and expenses in connection  
21 with this litigation, including reasonable attorneys' and experts' fees and expenses;

22           I.     Awarding Plaintiff and the Class pre- and post-judgment interest, to the extent  
23 allowable;

24 ///

25 ///

26 ///

27 ///

28 ///

J. Trial by jury on all applicable claims, and

K. Granting such other and further relief as the Court deems just and proper.

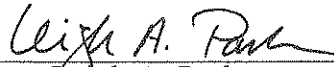
**DEMAND FOR JURY TRIAL**

To the full extent available, Plaintiff demands a trial by jury.

Dated: November 22, 2010

**WEISS & LURIE**

Jordan L. Lurie  
Leigh A. Parker  
Joel E. Elkins



Leigh A. Parker

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*Attorneys for Plaintiff  
and the Proposed Class*

# EXHIBIT A

Email	Password	<b>Login</b>
<input type="text"/>	<input type="password"/>	
<input type="checkbox"/> Keep me logged in		<a href="#">Forgot your password?</a>

This agreement was written in English (US). To the extent any translated version of this agreement conflicts with the English version, the English version controls. Please note that Section 16 contains certain changes to the general terms for users outside the United States.

Date of Last Revision: October 4, 2010.

## Statement of Rights and Responsibilities

This Statement of Rights and Responsibilities ("Statement") derives from the Facebook Principles, and governs our relationship with users and others who interact with Facebook. By using or accessing Facebook, you agree to this Statement.

### 1. Privacy

Your privacy is very important to us. We designed our Privacy Policy to make important disclosures about how you can use Facebook to share with others and how we collect and can use your content and information. We encourage you to read the Privacy Policy, and to use it to help make informed decisions.

### 2. Sharing Your Content and Information

You own all of the content and information you post on Facebook, and you can control how it is shared through your privacy and application settings. In addition:

- For content that is covered by intellectual property rights, like photos and videos ("IP content"), you specifically give us the following permission, subject to your privacy and application settings: you grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any IP content that you post on or in connection with Facebook ("IP License"). This IP License ends when you delete your IP content or your account unless your content has been shared with others, and they have not deleted it.
- When you delete IP content, it is deleted in a manner similar to emptying the recycle bin on a computer. However, you understand that removed content may persist in backup copies for a reasonable period of time (but will not be available to others).
- When you use an application, your content and information is shared with the application. We require applications to respect your privacy, and your agreement with that application will control how the application can use, store, and transfer that content and information. (To learn more about Platform, read our Privacy Policy and About Platform page.)
- When you publish content or information using the "everyone" setting, it means that you are allowing everyone, including people off of Facebook, to access and use that information, and to associate it with you (i.e., your name and profile picture).
- We always appreciate your feedback or other suggestions about Facebook, but you understand that we may use them without any obligation to compensate you for them (just as you have no obligation to offer them).

### 3. Safety

We do our best to keep Facebook safe, but we cannot guarantee it. We need your help to do that, which includes the following commitments:

- You will not send or otherwise post unauthorized commercial communications (such as spam) on Facebook.
- You will not collect users' content or information, or otherwise access Facebook, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our permission.
- You will not engage in unlawful multi-level marketing, such as a pyramid scheme, on Facebook.
- You will not upload viruses or other malicious code.
- You will not solicit login information or access an account belonging to someone else.
- You will not bully, intimidate, or harass any user.
- You will not post content that: is hateful, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence.
- You will not develop or operate a third-party application containing alcohol-related or other mature content (including advertisements) without appropriate age-based restrictions.
- You will not offer any contest, giveaway, or sweepstakes ("promotion") on Facebook without our prior written consent. If we consent, you take full responsibility for the promotion, and will follow our Promotions Guidelines and all applicable laws.
- You will not use Facebook to do anything unlawful, misleading, malicious, or discriminatory.
- You will not do anything that could disable, overburden, or impair the proper working of Facebook, such as a denial of service attack.
- You will not facilitate or encourage any violations of this Statement.

### 4. Registration and Account Security

Facebook users provide their real names and information, and we need your help to keep it that way. Here are some commitments you make to us relating to registering and maintaining the security of your account:

- You will not provide any false personal information on Facebook, or create an account for anyone other than yourself without permission.
- You will not create more than one personal profile.
- If we disable your account, you will not create another one without our permission.
- You will not use your personal profile for your own commercial gain (such as selling your status update to an advertiser).
- You will not use Facebook if you are under 13.
- You will not use Facebook if you are a convicted sex offender.
- You will keep your contact information accurate and up-to-date.
- You will not share your password, (or in the case of developers, your secret key), let anyone else access your account, or do anything else that might jeopardize the security of your account.
- You will not transfer your account (including any page or application you administer) to anyone without first getting our written permission.
- If you select a username for your account we reserve the right to remove or reclaim it if we believe appropriate (such as when a trademark owner complains about a username that does not closely relate to a user's actual name).

### 5. Protecting Other People's Rights

We respect other people's rights, and expect you to do the same.

- You will not post content or take any action on Facebook that infringes or violates someone else's rights or otherwise violates the law.
- We can remove any content or information you post on Facebook if we believe that it violates this Statement.
- We will provide you with tools to help you protect your intellectual property rights. To learn more, visit our [How to Report Claims of Intellectual Property Infringement](#) page.
- If we remove your content for infringing someone else's copyright, and you believe we removed it by mistake, we will provide you with an opportunity to appeal.
- If you repeatedly infringe other people's intellectual property rights, we will disable your account when appropriate.
- You will not use our copyrights or trademarks (including Facebook, the Facebook and F Logos, FB, Face, Poke, Wall and 32665), or any confusingly similar marks, without our written permission.
- If you collect information from users, you will: obtain their consent, make it clear you (and not Facebook) are the one collecting their information, and post a privacy policy explaining what information you collect and how you will use it.
- You will not post anyone's identification documents or sensitive financial information on Facebook.
- You will not tag users or send email invitations to non-users without their consent.

### 6. Mobile

- We currently provide our mobile services for free, but please be aware that your carrier's normal rates and fees, such as text messaging

fees, will still apply.

2. In the event you change or deactivate your mobile telephone number, you will update your account information on Facebook within 48 hours to ensure that your messages are not sent to the person who acquires your old number.
3. You provide all rights necessary to enable users to sync (including through an application) their contact lists with any basic information and contact information that is visible to them on Facebook, as well as your name and profile picture.

#### 7. Payments

If you make a payment on Facebook or use Facebook Credits, you agree to our Payments Terms.

#### 8. Special Provisions Applicable to Share Links

If you include our Share Link button on your website, the following additional terms apply to you:

1. We give you permission to use Facebook's Share Link button so that users can post links or content from your website on Facebook.
2. You give us permission to use and allow others to use such links and content on Facebook.
3. You will not place a Share Link button on any page containing content that would violate this Statement if posted on Facebook.

#### 9. Special Provisions Applicable to Developers/Operators of Applications and Websites

If you are a developer or operator of a Platform application or website, the following additional terms apply to you:

1. You are responsible for your application and its content and all uses you make of Platform. This includes ensuring your application or use of Platform meets our Developer Principles and Policies and our Advertising Guidelines.
2. Your access to and use of data you receive from Facebook, will be limited as follows:
  1. You will only request data you need to operate your application.
  2. You will have a privacy policy that tells users what user data you are going to use and how you will use, display, share, or transfer that data and you will include your privacy policy URL in the Developer Application.
  3. You will not use, display, share, or transfer a user's data in a manner inconsistent with your privacy policy.
  4. You will delete all data you receive from us concerning a user if the user asks you to do so, and will provide a mechanism for users to make such a request.
  5. You will not include data you receive from us concerning a user in any advertising creative.
  6. You will not directly or indirectly transfer any data you receive from us to (or use such data in connection with) any ad network, ad exchange, data broker, or other advertising related toolset, even if a user consents to that transfer or use.
  7. You will not sell user data. If you are acquired by or merge with a third party, you can continue to use user data within your application, but you cannot transfer user data outside of your application.
  8. We can require you to delete user data if you use it in a way that we determine is inconsistent with users' expectations.
  9. We can limit your access to data.
  10. You will comply with all other restrictions contained in our Developer Principles and Policies.
3. You will not give us information that you independently collect from a user or a user's content without that user's consent.
4. You will make it easy for users to remove or disconnect from your application.
5. You will make it easy for users to contact you. We can also share your email address with users and others claiming that you have infringed or otherwise violated their rights.
6. You will provide customer support for your application.
7. You will not show third party ads or web search boxes on Facebook.
8. We give you all rights necessary to use the code, APIs, data, and tools you receive from us.
9. You will not sell, transfer, or sublicense our code, APIs, or tools to anyone.
10. You will not misrepresent your relationship with Facebook to others.
11. You may use the logos we make available to developers or issue a press release or other public statement so long as you follow our Developer Principles and Policies.
12. We can issue a press release describing our relationship with you.
13. You will comply with all applicable laws. In particular you will (if applicable):
  1. have a policy for removing infringing content and terminating repeat infringers that complies with the Digital Millennium Copyright Act.
  2. comply with the Video Privacy Protection Act ("VPPA"), and obtain any opt-in consent necessary from users so that user data subject to the VPPA may be shared on Facebook. You represent that any disclosure to us will not be incidental to the ordinary course of your business.
14. We do not guarantee that Platform will always be free.
15. You give us all rights necessary to enable your application to work with Facebook, including the right to incorporate content and information you provide to us into streams, profiles, and user action stories.
16. You give us the right to link to or frame your application, and place content, including ads, around your application.
17. We can analyze your application, content, and data for any purpose, including commercial (such as for targeting the delivery of advertisements and indexing content for search).
18. To ensure your application is safe for users, we can audit it.
19. We can create applications that offer similar features and services to, or otherwise compete with, your application.

#### 10. About Advertisements and Other Commercial Content Served or Enhanced by Facebook

Our goal is to deliver ads that are not only valuable to advertisers, but also valuable to you. In order to do that, you agree to the following:

1. You can use your privacy settings to limit how your name and profile picture may be associated with commercial, sponsored, or related content (such as a brand you like) served or enhanced by us. You give us permission to use your name and profile picture in connection with that content, subject to the limits you place.
2. We do not give your content or information to advertisers without your consent.
3. You understand that we may not always identify paid services and communications as such.

#### 11. Special Provisions Applicable to Advertisers

You can target your specific audience by buying ads on Facebook or our publisher network. The following additional terms apply to you if you place an order through our online advertising portal ("Order"):

1. When you place an Order, you will tell us the type of advertising you want to buy, the amount you want to spend, and your bid. If we accept your Order, we will deliver your ads as inventory becomes available. When serving your ad, we do our best to deliver the ads to the audience you specify, although we cannot guarantee in every instance that your ad will reach its intended target.
  2. In instances where we believe doing so will enhance the effectiveness of your advertising campaign, we may broaden the targeting criteria you specify.
  3. You will pay for your Orders in accordance with our Payments Terms. The amount you owe will be calculated based on our tracking mechanisms.
  4. Your ads will comply with our Advertising Guidelines.
  5. We will determine the size, placement, and positioning of your ads.
  6. We do not guarantee the activity that your ads will receive, such as the number of clicks you will get.
  7. We cannot control how people interact with your ads, and are not responsible for click fraud or other improper actions that affect the cost of running ads. We do, however, have systems to detect and filter certain suspicious activity, learn more here.
  8. You can cancel your Order at any time through our online portal, but it may take up to 24 hours before the ad stops running. You are responsible for paying for those ads.
  9. Our license to run your ad will end when we have completed your Order. You understand, however, that if users have interacted with your ad, your ad may remain until the users delete it.
  10. We can use your ads and related content and information for marketing or promotional purposes.
  11. You will not issue any press release or make public statements about your relationship with Facebook without written permission.
  12. We may reject or remove any ad for any reason.
- If you are placing ads on someone else's behalf, we need to make sure you have permission to place those ads, including the following:
13. You warrant that you have the legal authority to bind the advertiser to this Statement.



14. You agree that if the advertiser you represent violates this Statement, we may hold you responsible for that violation.
12. **Special Provisions Applicable to Pages**  
If you create or administer a Page on Facebook, you agree to our [Pages Terms](#).
13. **Amendments**
  1. We can change this Statement if we provide you notice (by posting the change on the Facebook Site Governance Page) and an opportunity to comment. To get notice of any future changes to this Statement, visit our Facebook Site Governance Page and become a fan.
  2. For changes to sections 7, 8, 9, and 11 (sections relating to payments, application developers, website operators, and advertisers), we will give you a minimum of three days notice. For all other changes we will give you a minimum of seven days notice. All such comments must be made on the Facebook Site Governance Page.
  3. If more than 7,000 users comment on the proposed change, we will also give you the opportunity to participate in a vote in which you will be provided alternatives. The vote shall be binding on us if more than 30% of all active registered users as of the date of the notice vote.
  4. We can make changes for legal or administrative reasons, or to correct an inaccurate statement, upon notice without opportunity to comment.
14. **Termination**  
If you violate the letter or spirit of this Statement, or otherwise create risk or possible legal exposure for us, we can stop providing all or part of Facebook to you. We will notify you by email or at the next time you attempt to access your account. You may also delete your account or disable your application at any time. In all such cases, this Statement shall terminate, but the following provisions will still apply: 2.2, 2.4, 3-5, 8.2, 9.1-9.3, 9.9, 9.10, 9.13, 9.15, 9.18, 10.3, 11.2, 11.5, 11.6, 11.9, 11.12, 11.13, and 14-18.
15. **Disputes**
  1. You will resolve any claim, cause of action or dispute ("claim") you have with us arising out of or relating to this Statement or Facebook exclusively in a state or federal court located in Santa Clara County. The laws of the State of California will govern this Statement, as well as any claim that might arise between you and us, without regard to conflict of law provisions. You agree to submit to the personal jurisdiction of the courts located in Santa Clara County, California for the purpose of litigating all such claims.
  2. If anyone brings a claim against us related to your actions, content or information on Facebook, you will indemnify and hold us harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim.
  3. WE TRY TO KEEP FACEBOOK UP, BUG-FREE, AND SAFE, BUT YOU USE IT AT YOUR OWN RISK. WE ARE PROVIDING FACEBOOK "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT FACEBOOK WILL BE SAFE OR SECURE. FACEBOOK IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR." WE WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS STATEMENT OR FACEBOOK, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY ARISING OUT OF THIS STATEMENT OR FACEBOOK WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, FACEBOOK'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.
16. **Special Provisions Applicable to Users Outside the United States**  
We strive to create a global community with consistent standards for everyone, but we also strive to respect local laws. The following provisions apply to users outside the United States:
  1. You consent to having your personal data transferred to and processed in the United States.
  2. If you are located in a country embargoed by the United States, or are on the U.S. Treasury Department's list of Specially Designated Nationals you will not engage in commercial activities on Facebook (such as advertising or payments) or operate a Platform application or website.
  3. Certain specific terms that apply only for German users are available [here](#).
17. **Definitions**
  1. By "Facebook" we mean the features and services we make available, including through (a) our website at [www.facebook.com](http://www.facebook.com) and any other Facebook branded or co-branded websites (including sub-domains, international versions, widgets, and mobile versions); (b) our Platform; (c) social plugins such as the like button, the share button and other similar offerings and (d) other media, software (such as a toolbar), devices, or networks now existing or later developed.
  2. By "Platform" we mean a set of APIs and services that enable others, including application developers and website operators, to retrieve data from Facebook or provide data to us.
  3. By "information" we mean facts and other information about you, including actions you take.
  4. By "content" we mean anything you post on Facebook that would not be included in the definition of "information."
  5. By "data" we mean content and information that third parties can retrieve from Facebook or provide to Facebook through Platform.
  6. By "post" we mean post on Facebook or otherwise make available to us (such as by using an application).
  7. By "use" we mean use, copy, publicly perform or display, distribute, modify, translate, and create derivative works of.
  8. By "active registered user" we mean a user who has logged into Facebook at least once in the previous 30 days.
  9. By "application" we mean any application or website that uses or accesses Platform, as well as anything else that receives or has received data from us. If you no longer access Platform but have not deleted all data from us, the term application will apply until you delete the data.
18. **Other**
  1. If you are a resident of or have your principal place of business in the US or Canada, this Statement is an agreement between you and Facebook, Inc. Otherwise, this Statement is an agreement between you and Facebook Ireland Limited. References to "us," "we," and "our" mean either Facebook, Inc. or Facebook Ireland Limited, as appropriate.
  2. This Statement makes up the entire agreement between the parties regarding Facebook, and supersedes any prior agreements.
  3. If any portion of this Statement is found to be unenforceable, the remaining portion will remain in full force and effect.
  4. If we fail to enforce any of this Statement, it will not be considered a waiver.
  5. Any amendment to or waiver of this Statement must be made in writing and signed by us.
  6. You will not transfer any of your rights or obligations under this Statement to anyone else without our consent.
  7. All of our rights and obligations under this Statement are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.
  8. Nothing in this Statement shall prevent us from complying with the law.
  9. This Statement does not confer any third party beneficiary rights.
  10. You will comply with all applicable laws when using or accessing Facebook.

**You may also want to review the following documents:**

Privacy Policy: The Privacy Policy is designed to help you understand how we collect and use information.  
 Payment Terms: These additional terms apply to all payments made on or through Facebook.  
 About Platform: This page helps you better understand what happens when you add a third-party application or use Facebook Connect, including how they may access and use your data.  
 Developer Principles and Policies: These guidelines outline the policies that apply to applications, including Connect sites.



Advertising Guidelines: These guidelines outline the policies that apply to advertisements placed on Facebook.  
Promotions Guidelines: These guidelines outline the policies that apply if you have obtained written pre-approval from us to offer contests, sweepstakes, and other types of promotions on Facebook.  
[How to Report Claims of Intellectual Property Infringement](#)  
[How to Appeal Claims of Copyright Infringement](#)  
[Pages Terms](#)

**To access the Statement of Rights and Responsibilities in several different languages, change the language setting for your Facebook session by clicking on the language link in the left corner of most pages. If the Statement is not available in the language you select, we will default to the English version.**

Facebook © 2010 • English (US)

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# EXHIBIT B

Email  Pass   
☐ Keep me logged in

## Facebook's Privacy Policy.

Date of last revision: October 5, 2010.

This policy contains nine sections, and you can jump to each by selecting the links below:

1. Introduction
2. Information We Receive
3. Sharing information on Facebook
4. Information You Share With Third Parties
5. How We Use Your Information
6. How We Share Information
7. How You Can Change or Remove Information
8. How We Protect Information
9. Other Terms

### 1. Introduction

**Questions.** If you have any questions or concerns about our privacy policy, contact our privacy team through this help page or by mail at 1601 S. California Avenue, Palo Alto, CA 94304.

**TRUSTe Program.** Facebook has been awarded TRUSTe's Privacy Seal signifying that this privacy policy and practices have been certified by TRUSTe for compliance with TRUSTe's program requirements. If you have questions or complaints regarding our privacy policy, contact us by mail at 1601 S. California Avenue, Palo Alto, CA 94304 or through this help page. If you are not satisfied with our response, you can contact TRUSTe here. This privacy policy covers the website [www.facebook.com](http://www.facebook.com). The TRUSTe program covers only information collected through this Web site, and does not cover other information, such as information that may be collected through software (e.g., cookies).

TRUSTe



TO VERIFY



TRUSTe

**Safe Harbor.** Facebook also complies with the EU Safe Harbor framework as set forth by the Department of Commerce regarding the collection, use, and retention of data from the European Union. As part of our participation in the Safe Harbor, we agree to resolve all disputes in connection with our policies and practices through TRUSTe. We will also provide initial responses to access requests within a reasonable time. To view our certification, visit the U.S. Department of Commerce's Safe Harbor Web site.

**Scope.** This privacy policy covers all of Facebook. It does not, however, apply to entities that Facebook does not own or control and websites using Platform. By using or accessing Facebook, you agree to our privacy practices outlined [here](#).

**No information from children under age 13.** If you are under age 13, please do not attempt to register for Facebook or provide information about yourself to us. If we learn that we have collected personal information from a child under age 13, we will delete it as quickly as possible. If you believe that we might have any information from a child under age 13, please contact us through [this link](#).

**Parental participation.** We strongly recommend that minors 13 years of age or older ask their parents for permission before providing information about themselves to anyone over the Internet and we encourage parents to teach their children about safe internet use. Materials to help parents talk to their children about safe internet use can be found on [this help page](#).

## 2. Information We Receive

### Information you provide to us:

**Information About Yourself.** When you sign up for Facebook you provide us with your name, email, gender, and birth date. During the registration process we give you the opportunity to connect with your friends, schools, and employers. You will also be able to provide information about yourself. In some cases we may ask for additional information for security reasons or to provide specific services to you. You can also provide other information about yourself by connecting with, for example, your current city, hometown, family, relationship status, interests, and places. You can also provide personal information about yourself, such as your political and religious views.

**Content.** One of the primary reasons people use Facebook is to share content with others. Examples include when you upload a photo, take a photo, upload or record a video, share a link, create an event or a group, make a comment, write something on your timeline or send someone a message. If you do not want us to store metadata associated with content you share on Facebook (such as when you remove the metadata before uploading the content).

**Transactional Information.** We may retain the details of transactions or payments you make on Facebook. If you do not want us to store your payment source account number, you can remove it using your [payments page](#).

**Friend Information.** We offer contact importer tools to help you upload your friends' addresses so that you can find your friends and invite your contacts who do not have Facebook accounts to join. If you do not want us to store this information, visit this [help page](#). If you use your password to retrieve those contacts, we will not store your password after you have uploaded your contacts' information.

### Information we collect when you interact with Facebook:

**Site activity information.** We keep track of some of the actions you take on Facebook, such as adding connections (including adding a friend), creating a photo album, sending a gift, poking another user, indicating you "like" a post, attending an event, or applying to a group. In some cases you are also taking an action when you provide information or content to us. For example, if you post content to Facebook, we are storing the actual content you uploaded, we might log the fact that you shared it.

**Access Device and Browser Information.** When you access Facebook from a computer, mobile phone, or other device, we collect information from that device about your browser type, location, and IP address, as well as the pages you visit.

**Cookie Information.** We use "cookies" (small pieces of data we store for an extended period of time on your computer, mobile phone, or other device) to make Facebook easier to use, to make our advertising better, and to protect both you and Facebook. For example, we use your login ID (but never your password) to make it easier for you to login whenever you come back to Facebook. We also use cookies to remember you are logged into Facebook, and to know when you are interacting with Facebook Platform applications and websites, our buttons, and our advertisements. You can remove or block cookies using the settings in your browser, but in some cases this may affect your ability to use Facebook.

### Information we receive from third parties:

**Facebook Platform.** We do not own or operate the applications or websites that you use through Facebook Platform (such as apps or websites). Whenever you connect with a Platform application or website, we will receive information from them, including information about your use of the application or website. In some cases, in order to personalize the process of connecting, we may receive a limited amount of information even before you connect with the application or website.

**Information from other websites.** We may institute programs with advertising partners and other websites in which they share information with us.

We may ask advertisers to tell us how our users responded to the ads we showed them (and for comparison purposes, how they see the ads acted on their site). This data sharing, commonly known as "conversion tracking," helps us measure our ads and improve the quality of the advertisements you see.

We may receive information about whether or not you've seen or interacted with certain ads on other sites in order to measure the effectiveness of those ads.

If in any of these cases we receive data that we do not already have, we will "anonymize" it within 180 days, meaning we will not associate the information with any particular user. If we institute these programs, we will only use the information in the ways we explain in the "Your Information" section below.

**Information from other users.** We may collect information about you from other Facebook users, such as when a friend or contact posts a video, or place, provides friend details, or indicates a relationship with you.

### 3. Sharing information on Facebook.

This section explains how your privacy settings work, and how your information is shared on Facebook. You should always check your privacy settings before sharing information on Facebook.

**Name and Profile Picture.** Facebook is designed to make it easy for you to find and connect with others. For this reason, your name and profile picture do not have privacy settings. If you are uncomfortable with sharing your profile picture, you should delete it (or not post a picture) and control who can find you when searching on Facebook or on public search engines using the Applications and Websites privacy settings.

**Contact Information.** Your contact information settings control (available when customizing your privacy settings) who can see your contact information on Facebook, and who can see your contact information such as your email and phone number(s). Remember that none of this information is shared with anyone except for your email address, and you do not have to share your email address with anyone.

**Personal Information.** Your personal information settings control who can see your personal information, such as your name, age, and location, if you choose to add them. We recommend that you share this information using the friends of friends setting.

**Posts by Me.** You can select a privacy setting for every post you make using the publisher on our site. Whether you are posting a status update, you can control exactly who can see it at the time you create it. Whenever you share something, you can click on the lock icon to bring up a menu that lets you choose who will be able to see your post. If you decide not to select a privacy setting, your post will be shared consistent with your Posts by Me default privacy setting.

(available when customizing your privacy settings).

**Gender and Birth Date.** In addition to name and email address, we require you to provide your gender and birth date to create a Facebook account. We ask for your date of birth to verify that you are 13 or older, and so that we can better limit your access to content that is not age appropriate. Because your date of birth and gender are required, you cannot delete them. You can, however, hide all (or part) of such fields from other users.

**Other.** Here are some other things to remember:

Some of the content you share and the actions you take will show up on your friends' home pages and other pages they visit. If another user tags you in a photo or video or at a place, you can remove the tag. You can also limit who can see that your profile from your privacy settings.

Even after you remove information from your profile or delete your account, copies of that information may remain viewable if it has been shared with others, it was otherwise distributed pursuant to your privacy settings, or it was copied or stored by another user. You understand that information might be reshared or copied by other users.

Certain types of communications that you send to other users cannot be removed, such as messages.

When you post information on another user's profile or comment on another user's post, that information will be subject to that user's privacy settings.

If you use an external source to publish information to Facebook (such as a mobile application or a Connect site), you should check the privacy setting for that post, as it is set by that external source.

**"Everyone" Information.** Information set to "everyone" is publicly available information, just like your name, profile picture, and other information may, for example, be accessed by everyone on the Internet (including people not logged into Facebook), be indexed by search engines, and be imported, exported, distributed, and redistributed by us and others without privacy limitations. Such information is associated with you, including your name and profile picture, even outside of Facebook, such as on public search engines and other sites on the Internet. The default privacy setting for certain types of information you post on Facebook is set to "everyone." You can change the default settings in your privacy settings. If you delete "everyone" content that you posted on Facebook, we will delete it from your Facebook profile, but have no control over its use outside of Facebook.

**Minors.** We reserve the right to add special protections for minors (such as to provide them with an age-appropriate experience and restrictions on the ability of adults to share and connect with minors, recognizing this may provide minors a more limited experience).

#### 4. Information You Share With Third Parties.

**Facebook Platform.** As mentioned above, we do not own or operate the applications or websites that use Facebook Platform. When you use those applications and websites you are making your Facebook information available to someone other than Facebook. If they want to access any information about you, we require them to agree to terms that limit their use of your information (which is described in Section 9 of our Statement of Rights and Responsibilities) and we use technical measures to ensure that they only obtain the information they are allowed to. To learn more about Platform, visit our [About Platform](#) page.

**Connecting with an Application or Website.** When you connect with an application or website it will have access to General Information about you. The term General Information includes your and your friends' names, profile pictures, gender, user IDs, connections, and other information using the Everyone privacy setting. We may also make information about the location of your computer or access device available to applications and websites in order to help them implement appropriate security measures and control the distribution of data. If the application or website wants to access any other data, it will have to ask for your permission.

We give you tools to control how your information is shared with applications and websites that use Platform. For example, you can block all platform applications and websites completely or block specific applications from accessing your information by visiting your Application and Websites privacy setting or the specific application's "About" page. You can also use your privacy settings to limit which of your information is available to "everyone".

You should always review the policies of third party applications and websites to make sure you are comfortable with the way they use the information you share with them. We do not guarantee that they will follow our rules. If you find an application or website that is not following our rules, you should report the violation to us on this [help page](#) and we will take action as necessary.

**When your friends use Platform.** If your friend connects with an application or website, it will be able to access your General Information about you, including your gender, user ID, and information you have shared with "everyone." It will also be able to access your connections, except for those you have blocked. If you have already connected with (or have a separate account with) that website or application, it may be able to access your friend list with your friend on that application or website. If the application or website wants to access any of your other content or information (other than your friend list), it will have to obtain specific permission from your friend. If your friend grants specific permission to the application or website, it will generally only be able to access content and information about you that your friend can access. In addition, it will only be able to access content and information in connection with that friend. For example, if a friend gives an application access to a photo you have shared with friends, that application could allow your friend to view or print the photo, but it cannot show that photo to anyone else.

We provide you with a number of tools to control how your information is shared when your friend connects with an application or website. For example, you can use your Application and Websites privacy setting to limit some of the information your friends can make available to applications and websites. You can block all platform applications and websites completely or block particular applications or websites from accessing your information. You can use your privacy settings to limit which friends can access your information, or limit which of your information is available to "everyone." You can also disconnect from a friend if you are uncomfortable with how they are using your information.

**Pre-Approved Third-Party Websites and Applications.** In order to provide you with useful social experiences off of Facebook, we need to provide General Information about you to pre-approved third party websites and applications that use Platform at the time you are still logged in to Facebook). Similarly, when one of your friends visits a pre-approved website or application, it will be able to access General Information about you so you and your friend can be connected on that website as well (if you also have an account with that website). In some cases we require these websites and applications to go through an approval process, and to enter into separate agreements with us regarding privacy. For example, these agreements include provisions relating to the access and deletion of your General Information and the ability to opt-out of the experience being offered. You can disable instant personalization on all pre-approved websites and applications.



Applications and Websites privacy setting. You can also block a particular pre-approved website or application by clicking bar when you visit that application or website. In addition, if you log out of Facebook before visiting a pre-approved application, you will be able to access your information.

**Exporting Information.** You (and those you make your information available to) may use tools like RSS feeds, mobile phone applications, or copy and paste functions, to capture, export (and in some cases, import) information from Facebook, including information about you. For example, if you share your phone number with your friends, they may use third party applications to access information with the address book on their mobile phone.

**Advertisements.** Sometimes the advertisers who present ads on Facebook use technological methods to measure the effectiveness of advertising content. You may opt-out of the placement of cookies by many of these advertisers [here](#). You may also adjust your cookie settings to limit or prevent the placement of cookies by advertising networks. Facebook does not share personally identifiable information with advertisers unless we get your permission.

**Links.** When you click on links on Facebook you may leave our site. We are not responsible for the privacy practices of other websites you visit to read their privacy statements.

## 5. How We Use Your Information

We use the information we collect to try to provide a safe, efficient, and customized experience. Here are some of the details:

**To manage the service.** We use the information we collect to provide our services and features to you, to measure and improve our services, and to provide you with customer support. We use the information to prevent potentially illegal activities, and to enforce our Terms of Service and Rights and Responsibilities. We also use a variety of technological systems to detect and address anomalous activity and security abuse such as spam. These efforts may on occasion result in a temporary or permanent suspension or termination of some of our services.

**To contact you.** We may contact you with service-related announcements from time to time. You may opt out of all commercial emails by clicking on the link in the footer of our emails. We may include content you see on Facebook in the emails we send to you.

**To serve personalized advertising to you.** We don't share your information with advertisers without your consent. (An example would be if you asked us to provide your shipping address to an advertiser to receive a free sample.) We allow advertisers to choose which users who will see their advertisements and we may use any of the non-personally identifiable attributes we have collected about you that you have not decided not to show to other users, such as your birth year or other sensitive personal information or preferences, to target ads to an audience for those advertisements. For example, we might use your interest in soccer to show you ads for soccer equipment from a soccer equipment company who you are. You can see the criteria advertisers may select by visiting our [advertising page](#). If you do not want us to share your information with advertisers without your consent, when you click on or otherwise interact with an advertisement, the advertiser may place a cookie in your browser and note that it meets the criteria they selected.

**To serve social ads.** We occasionally pair advertisements we serve with relevant information we have about you and your friends to make our advertisements more interesting and more tailored to you and your friends. For example, if you connect with your favorite friend, we may display your name and profile photo next to an advertisement for that page that is displayed to your friends. We only share information visible in the social ad with the friend who can see the ad. You can opt out of having your information used in this way in your [privacy settings](#).

**To supplement your profile.** We may use information about you that we collect from other Facebook users to supplement your profile (for example, when you are tagged in a photo or mentioned in a status update). In such cases we generally give you the ability to remove the information or allow you to remove a photo tag of you) or limit its visibility on your profile.

**To make suggestions.** We use your profile information, the addresses you import through our contact importers, and other information to help you connect with your friends, including making suggestions to you and other users that you connect with on Facebook. If a user imports the same email address as you do, we may suggest that you connect with each other. If you want to limit the number of people we make to other people, you can adjust your search visibility [privacy setting](#), as you will only be visible in our suggestions to people who are visible in public search listings. You may also block specific individual users from being suggested to you and you from being suggested to them.

**To help your friends find you.** We allow other users to use contact information they have about you, such as your email address, to find you using our search. You can prevent other users from using your email address to find you by adjusting your [privacy settings](#).

**Downloadable Software.** Certain downloadable software applications and applets that we offer, such as our browser to transmit data to us. We may not make a formal disclosure if we believe our collection of and use of the information is the application, such as the fact that we receive photos when you use our photo uploader. If we believe it is not obvious that such information, we will make a disclosure to you the first time you provide the information to us so that you can decide that feature.

**Memorializing Accounts.** If we are notified that a user is deceased, we may memorialize the user's account. In such case to confirmed friends, and allow friends and family to write on the user's Wall in remembrance. We may close an account if request from the user's next of kin or other proper legal request to do so.

## 6. How We Share Information

Facebook is about sharing information with others — friends and people in your communities — while providing you with use to restrict other users from accessing some of your information. We share your information with third parties when we permitted by you, reasonably necessary to offer our services, or when legally required to do so. For example:

**When you make a payment.** When you enter into transactions with others or make payments on Facebook, we will share with only those third parties necessary to complete the transaction. We will require those third parties to agree to respect information.

**When you invite a friend to join.** When you ask us to invite a friend to join Facebook, we will send your friend a message your name. The invitation may also contain information about other users your friend might know. We may also send up in your name. You can see who has accepted your invitations, send reminders, and delete your friends' email addresses or If your friend does not want us to keep their information, we will also remove it at their request by using this help page.

**When you choose to share your information with marketers.** You may choose to share information with marketers c providers that are not associated with Facebook through on-site offers. This is entirely at your discretion and we will not p these marketers without your consent.

**To help your friends find you.** By default, we make certain information you have posted to your profile available in search help your friends find you. However, you can control who can see some of this information, as well as who can find you in privacy settings. We also partner with email and instant messaging providers to help their users identify which of their cor so that we can promote Facebook to those users.

**To give search engines access to publicly available information.** We generally limit search engines' access to our site access information set to the "everyone" setting (along with your name and profile picture) and your profile information th You can change the visibility of some of your profile information using the customize section of your privacy settings. You engines from indexing your profile using the Applications and Websites privacy setting.

**To help improve or promote our service.** Sometimes we share aggregated information with third parties to help impro But we only do so in such a way that no individual user can be identified or linked to any specific action or information.

**To provide you with services.** We may provide information to service providers that help us bring you the services we o use third parties to help host our website, send out email updates about Facebook, remove repetitive information from our payments, or provide search results or links (including sponsored links). These service providers may have access to your p for a limited time, but when this occurs we implement reasonable contractual and technical protections to limit their use c helping us provide the service.

**To advertise our services.** We may ask advertisers outside of Facebook to display ads promoting our services. We may a ads based on the presence of a cookie, but in doing so will not share any other information with the advertiser.

**To offer joint services.** We may provide services jointly with other companies, such as the classifieds service in the Face use these services, we may share your information to facilitate that service. However, we will identify the partner and pres provider's privacy policy to you before you use that service.

**To respond to legal requests and prevent harm.** We may disclose information pursuant to subpoenas, court orders, or criminal and civil matters) if we have a good faith belief that the response is required by law. This may include respecting outside of the United States where we have a good faith belief that the response is required by law under the local laws ir

users from that jurisdiction, and are consistent with generally accepted international standards. We may also share information with law enforcement if we have a good faith belief it is necessary to prevent fraud or other illegal activity, to prevent imminent bodily harm, or to protect ourselves from legal liability. We may also share information with our service providers, to help them provide services to us, or to help us improve our services. This may include sharing information with other companies, lawyers, or government entities.

**Transfer in the Event of Sale or Change of Control.** If the ownership of all or substantially all of our business changes, we may transfer some or all of our information to the new owner so that the service can continue to operate. In such a case, your information would remain subject to the Privacy Policy that was in effect at the time it was made in any pre-existing Privacy Policy.

## 7. How You Can Change or Remove Information

**Editing your profile.** You may change or remove your profile information at any time by going to your profile page and clicking on the "Edit" link. Information will be updated immediately.

**Delete uploaded contacts.** If you use our contact importer to upload addresses, you can later delete the list on this help page. You can also delete email addresses of friends you have invited to join Facebook on your invite history page.

**Deactivating or deleting your account.** If you want to stop using your account you may deactivate it or delete it. When you deactivate your account, no user will be able to see it, but it will not be deleted. We save your profile information (connections, photos, etc.) so you can reactivate your account. Many users deactivate their accounts for temporary reasons and in doing so are asking us to make it easy for them to return to Facebook. You will still have the ability to reactivate your account and restore your profile in its entirety. If you delete your account, it is permanently deleted from Facebook. You should only delete your account if you are certain you never want to use Facebook again. You can deactivate your account on your account settings page or delete your account on this help page.

**Limitations on removal.** Even after you remove information from your profile or delete your account, copies of that information may still be viewable elsewhere to the extent it has been shared with others, it was otherwise distributed pursuant to your privacy settings, or it is stored by other users. However, your name will no longer be associated with that information on Facebook. (For example, if you post a status update on another user's profile and then you delete your account, that post may remain, but be attributed to an "Anonymous Facebook user.") We may retain certain information to prevent identity theft and other misconduct even if deletion has been requested. If you use third party applications or websites access to your information, they may retain your information to the extent permitted under their terms of service policies. But they will no longer be able to access the information through our Platform after you disconnect from them.

**Backup copies.** Removed and deleted information may persist in backup copies for up to 90 days, but will not be available to you.

**Non-user contact information.** If a user provides your email address to us, and you are not a Facebook user but you want to remove it, you can do so on this help page. However, that request will only apply to addresses we have at the time of the request. We may retain email addresses that users provide to us later.

## 8. How We Protect Information

We do our best to keep your information secure, but we need your help. For more detailed information about staying safe on Facebook, see our Facebook Security Page.

**Steps we take to keep your information secure.** We keep your account information on a secured server behind a firewall. For sensitive information (such as credit card numbers and passwords), we encrypt that information using secure socket layer (SSL) technology. We use automated and social measures to enhance security, such as analyzing account behavior for fraudulent or otherwise abusive activity. We may limit use of site features in response to possible signs of abuse, may remove inappropriate content or links to illegal content, or may disable accounts for violations of our Statement of Rights and Responsibilities.

**Risks inherent in sharing information.** Although we allow you to set privacy options that limit access to your information, no security measures are perfect or impenetrable. We cannot control the actions of other users with whom you share your information. We cannot guarantee that only authorized persons will view your information. We cannot ensure that information you share on Facebook is not made publicly available. We are not responsible for third party circumvention of any privacy settings or security measures on Facebook. You should take these risks by using common sense security practices such as choosing a strong password, using different passwords for different accounts, and using up to date antivirus software.

**Report Violations.** You should report any security violations to us on this help page.

## 9. Other Terms

**Changes.** We may change this Privacy Policy pursuant to the procedures outlined in the Facebook Statement of Rights and Responsibilities. If we make any changes to this Policy, our current privacy policy applies to all information that we have about you and your account. If we make any changes to this Policy we will notify you by publication here and on the Facebook Site Governance Page. If the changes are material, we will provide you with prominent notice as appropriate under the circumstances. You can make sure that you receive notice directly by liking the Facebook Site Governance Page.

**Consent to Collection and Processing in the United States.** By using Facebook, you consent to having your personal information collected and processed in the United States.

**Defined Terms.** "Us," "we," "our," "Platform" and "Facebook" mean the same as they do in the Statement of Rights and Responsibilities. "Information" and "content" are used more generally and interchangeably here than in the Statement of Rights and Responsibilities and are limited by the context.

### Helpful links

[Statement of Rights and Responsibilities](#)  
[Facebook Site Governance Page](#)  
[application settings](#)  
[privacy settings](#)  
[account notifications page](#)  
[help page for complaints about our privacy policies or practices](#)  
[help page to report use by a child under age 13](#)  
[help page with info to help parents talk to children about safe internet use](#)  
[deleting an account](#)  
[reporting a deceased user](#)  
[reporting an impostor](#)  
[reporting abusive content](#)  
[reporting a compromised account](#)  
[requesting deletion of data for non-user](#)  
[removing Friend Finder contacts](#)  
[reporting and blocking third-party applications](#)  
[general explanation of third-party applications and how they access data](#)

# EXHIBIT C



# Facebook Platform Policies

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## Introduction

*Date of Last Revision: October 29, 2010*

Facebook Platform is an extension of Facebook, whose mission is to give people the power to share and make the world more open and connected.

Platform applications and developers are required to comply with the following documents:

- Statement of Rights and Responsibilities: requirements for anyone who uses Facebook.
- Principles: the spirit of the law for Platform.
- Policies: the letter of the law for Platform.

Here are some Examples and Explanations for specifics.

## Principles

### Create a great user experience

- Build social and engaging applications
- Give users choice and control
- Help users share expressive and relevant content

### Be trustworthy

- Respect privacy
- Don't mislead, confuse, defraud, or surprise users
- Don't spam - encourage authentic communications

## Policies

### I. Features and Functionality

1. You must not violate any law or the rights of any individual or entity, and must not expose Facebook or Facebook users to harm or legal liability as determined by us in our sole discretion.
2. You must not include functionality that proxies, requests or collects Facebook usernames or passwords.
3. You must not circumvent (or claim to circumvent) our intended limitations on core Facebook features and functionality.
4. If you offer a service for a user that integrates user data into a physical product (such as a scrapbook or calendar), you must only create a physical product for that user's personal and non-commercial use.
5. All emails to users must originate from the same domain.
6. If you exceed, or plan to exceed, any of the following thresholds please [contact us](#) as you may be subject to additional terms: (>5M MAU) or (>100M API calls per day) or (>50M impressions per day).
7. Your website must offer an explicit "Log Out" option that also logs the user out of Facebook.

### II. Storing and Using Data You Receive From Us

1. You will only request the data you need to operate your application.
2. You may cache data you receive through use of the Facebook API in order to improve your application's user experience, but you should try to keep the data up to date. This permission does not give you any rights to such data.
3. You will have a privacy policy that tells users what user data you are going to use and how you will use, display, share, or transfer that data and you will include your privacy policy URL in the Developer Application.
4. A user's friends' data can only be used in the context of the user's experience on your application.
5. Subject to certain restrictions, including on transfer, users give you their basic account information when they connect with your application. For all other data obtained through use of the Facebook API, you must obtain explicit consent from the user who provided the data to us before using it for any purpose other than displaying it back to the user on your application.
6. You will not directly or indirectly transfer any data you receive from us, including user data or Facebook User IDs, to (or use such data in connection with) any ad network, ad exchange, data broker, or other advertising or monetization related toolset, even if a user consents to such transfer or use. By indirectly we mean you cannot, for example, transfer data to a third party who then transfers the data to an ad network. By any data we mean all data obtained through use of the Facebook API, including aggregate, anonymous or derivative data.
7. You will not use Facebook User IDs for any purpose outside your application (e.g., your infrastructure, code, or services necessary to build and run your application). Facebook User IDs may be used with external services that you use to build and run your application, such as a web infrastructure service or a distributed computing platform, but only if those services are necessary to running your application and the service has a contractual obligation with you to keep Facebook User IDs confidential.
8. If you need an anonymous unique identifier to share outside your application with third parties such



as content partners, advertisers, or ad networks, you must use our mechanism. You must never share this anonymous unique identifier with a data broker, information broker, or any other service that we may define as such under our sole discretion.

9. You will not sell any data. If you are acquired by or merge with a third party, you can continue to use user data within your application, but you cannot transfer data outside your application.
10. If you stop using Platform or we disable your application, you must delete all data you have received through use of the Facebook API unless: (a) it is basic account information; or (b) you have received explicit consent from the user to retain their data.
11. You cannot use a user's friend list outside of your application, even if a user consents to such use, but you can use connections between users who have both connected to your application.
12. You will delete all data you receive from us concerning a user if the user asks you to do so, and will provide an easily accessible mechanism for users to make such a request. We may require you to delete data you receive from the Facebook API if you violate our terms.
13. You will not include data you receive from us concerning a user in any advertising creative, even if a user consents to such use.
14. You must not give your secret key to another party, unless that party is an agent acting on your behalf as an operator of your application. You are responsible for all activities that occur under your account identifiers.

### III. Application Content

**A. Prohibited Content** - You are responsible for all content of and within your application, including advertisements and user-generated content. You must not promote, or provide content referencing, facilitating, containing or using, the following:

1. Alcohol-related content (unless the appropriate Demographic Restrictions are used), or sale of tobacco products, ammunition and/or firearms;
2. Content that infringes upon the rights of any third party, including intellectual property rights, privacy, publicity or other personal or proprietary right, or that is deceptive or fraudulent;
3. Gambling, including without limitation, any online casino, sports books, bingo or poker;
4. Illegal activity and/or illegal contests, pyramid schemes, sweepstakes or chain letters; if you run, reference, or facilitate a legally permissible sweepstakes, contest, or other promotion you are subject to Facebook's Promotions Guidelines;
5. Content that is hateful, threatening, defamatory, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence.

#### B. Advertisements and Cross-Promotions

1. You must not include advertisements or promotions, cross-promote other applications, or provide web search functionality in content distributed through Facebook communication channels.

### IV. Application Integration Points

1. You must not incentivize users to use (or gate content behind the use of) Facebook communication channels, or imply that an incentive is directly tied to the use of our channels.
2. You must not pre-fill any of the fields associated with the following products, unless the user manually generated the content earlier in the workflow: Stream stories (user\_message parameter for Facebook.streamPublish and FB.Connect.streamPublish, and message parameter for stream.publish), Photos (caption), Videos (description), Notes (title and content), Links (comment), and Jabber/XMPP.
3. Users must always consent to any Stream story you post on their behalf. If you do not use the Feed form which gives users the option to preview and customize their post, you must not publish a Stream story unless a user has explicitly indicated an intention to share that content, by clicking a button or checking a box that clearly explains that their content will be shared.
4. You must provide users with an easily identifiable "skip" option whenever you present users with an option to use a Facebook communication channel. If a user chooses to "skip" you must not present the user with the same prompt during that user's visit to your application.
5. You must not provide users with the option to publish the same Stream story to more than one friend's wall at a time.
6. You must not prompt new users to send invitations immediately after they connect with your application.
7. Platform integrations, including social plugins:
  - a. Your advertisements must not include or be paired with any Platform integrations, including social plugins such as the Like button, without our written permission.
  - b. You must not sell or purchase placement of a Like button or Like box plugin.
  - c. You must not incentivize users to Like any Page other than your own site or application, and any incentive you provide must be available to new and existing users who Like your Page.
  - d. You must not obscure elements of the Like button or Like box plugin.

### V. Facebook's Feature and Functionality Terms and Trademarks

1. You must not express or imply any affiliation or relationship with or endorsement by us.
2. You must not use or make derivative use of Facebook icons.
3. You must not use terms for Facebook features and functionality (e.g., fan, feed, status, tag, like) in the name of your application, any corresponding URL, or your application's features and functionality, if such use could confuse users into thinking that the reference is to Facebook features or functionality of the same name.
4. You must not make use of Facebook trademarks, including but not limited to FACEBOOK, FACEBOOK LOGO, F LOGO, FB, WALL, POKE and 32665, or any trademarks or terms confusingly similar to Facebook trademarks, in any way that may suggest that we are affiliated with, endorse, or sponsor you or your application.

### VI. Enforcement

We can take enforcement action against you and any or all of your applications if we determine in our sole

judgment that you or your application violates Platform Policies. Enforcement action can include disabling your application, restricting you and your application's access to Platform functionality, terminating our agreements with you, or any other action as we in our sole discretion deem appropriate.

#### **VII. Changes**

We can change these Platform Policies at any time without prior notice as we deem necessary. Your continued use of Platform constitutes acceptance of those changes.

#### **VIII. Definitions**

1. By "Application" we mean canvas page application, Platform integration, or any other technical integration we have assigned an application identification number.
2. By "Application Integration Point" we mean Application Info Section, Application tab, Feed, requests (including invites), inbox attachments, Chat, Bookmarks, or any other feature of a user profile or Facebook communication channel in which or through which an application can provide, display, or deliver content directed at, on behalf of, or by permission of a user.
3. By "basic account information" we mean: name, email, gender, birthday, current city, and profile picture URL.
4. By "Facebook Platform Terms and Policies" we mean the Statement of Rights and Responsibilities and the Platform Policies.
5. By "User data you receive from Facebook" we mean any data or content (including any images, text, or other information or materials) you receive from us, that was provided by users to us, or was associated by us with a particular user.

#### **IX. Escalation Procedures for Facebook Policy Issues**

#### **X. Contacting Facebook**

#### **XI. Developer PR Policy**

#### **XII. Branding and Promotion Policy**

You must follow the guidelines set forth in the Facebook Brand Resource and Permissions Center.

#### **XIII. Advertising Guidelines**

#### **XIV. Facebook Credits Beta**

Developers participating in the beta program for accepting credits are subject to these terms.

## **Examples and Explanations**

We want you to be successful on Facebook Platform, and we believe that the best way to do so is to provide a great user experience. Our Platform Policies will help you do this by explaining what's required; these examples and explanations will help you understand how to put that into practice.

- Advertisements — Section III.B
- Application Integration Points — Section IV
- Terms and Trademarks — Section V

# EXHIBIT D



[games](#) [forums](#) [support](#) [jobs](#) [about](#)

## Terms of Service

Updated August 1, 2010

This Terms of Service ("Terms") is a legally binding agreement that governs your use of Zynga.com and/or the games and applications offered by Zynga Game Network, Inc. ("Zynga") and accessed through third party web sites (collectively, the "Service"). In this agreement, "Zynga" means Zynga Game Network Inc., if you are a user in the United States or Japan, or if you are a user outside the United States or Japan it means, Zynga Luxembourg S.A.R.L., whose registered office and company number is 65, Boulevard Grande-Duchess Charlotte, L-1331, Grandy Duchy of Luxembourg. Zynga's [Privacy Policy](#) is incorporated herein by reference. By using or accessing the Service, you agree to be bound by these Terms.

### 1) Access to Zynga Service

a) Subject to your acceptance of these Terms, Zynga grants to you a non-exclusive, non-transferable, revocable limited license to use and display the Service and related software (excluding source and object code) for your personal (or household) non-commercial use by any machine(s) of which you are the primary user. You agree not to use the Service for any other purpose, or to copy or distribute the content of the Service except as specifically allowed in this agreement.

b) Zynga Reserves the right to change these Terms in any way and at any time. However, no amendment to these Terms shall apply to a dispute of which Zynga had actual notice on the date of amendment.

c) We will notify you of any modifications to these Terms with one or both of the following methods: 1) we will post any modifications on [www.zynga.com](http://www.zynga.com) or within the Service, and/or 2) we will send you a message informing you of the modified terms and linking you to the posting at [www.zynga.com](http://www.zynga.com). You agree that you will, 1) periodically check [www.zynga.com](http://www.zynga.com) for updates to these Terms, and 2) you will read the messages we send you to inform you of any changes. You agree that you will be considered to have been given notice of any modifications once we post them to [www.zynga.com](http://www.zynga.com) and that your continued use of the Service after such notice shall be deemed an acceptance of any changes.

d) Zynga reserves the right to discontinue the Service or to change the content of the Service in any way and at any time, with or without notice to you, without liability.

e) You agree to be bound by any application, forum, or game specific rules published within the Service.

f) Your use of the Service is conditioned upon your compliance with these Terms and any use of the Service in violation of these Terms will be regarded as an infringement of Zynga's copyrights in and to the Service. Zynga reserves the right to terminate your access to the service without notice if you violate these Terms.

g) You represent that you are 13 years old or older. Additionally, if you are between the ages of 13 and 18, you represent that your legal guardian has reviewed and agrees to the Terms.

### 2) Ownership of Intellectual Property

a) Unless otherwise specified in writing, all materials that are part of the Service are owned, controlled, or licensed by Zynga and are protected by law from unauthorized use. The entire contents of the Service are copyrighted under the United States copyright laws and/or similar laws of other jurisdictions. Zynga, the Zynga logos, and all game names are trademarks of Zynga and may not be used without the express written permission of Zynga.

b) You do not acquire any ownership rights by using the Service, downloading material from or uploading material to the Service, or by purchasing any virtual goods.

c) You agree not to copy, redistribute, publish or otherwise exploit material from the Service, except as expressly permitted herein, without the express prior written permission of Zynga.

d) All comments, feedback, suggestions, ideas, and other submissions ("Ideas") disclosed, submitted, or offered to Zynga in connection with the use of the Service shall be the exclusive property of Zynga. You agree that unless otherwise prohibited by law Zynga may use, sell, exploit and disclose the Ideas in any manner, without restriction and without compensation to you.

### 3) In-Game currencies/goods

a) The Service may include a virtual, in-game currency ("Virtual Currency") including, but not limited to coins, cash, or points, that may be purchased from Zynga for "real world" money if you are a legal adult in your country of residence. The Service may also include virtual, in-game digital items ("Virtual Goods") that may be purchased from Zynga for "real world" money or for Virtual Currency. Regardless of the terminology used, Virtual Currency and Virtual Goods may never be redeemed for "real world" money, goods or other items of monetary value from Zynga or any other party.

b) Other than a limited, personal, revocable, non-transferable, non-sublicenseable license to use the Virtual Goods or Virtual Currency in the Service, you have no right or title in or to any such Virtual Goods or Virtual Currency appearing or originating in the Service, or any other attributes associated with use of the Service or stored within the Service.

c) Zynga has the absolute right to manage, regulate, control, modify and/or eliminate such Virtual Currency and/or Virtual Goods as it sees fit in its sole discretion, and Zynga shall have no liability to you or anyone for the exercise of such rights.

d) Transfers of Virtual Currencies and Virtual Goods are strictly prohibited except where explicitly authorized within the Service. Outside of the game, you may not buy or sell any Virtual Currency or Virtual Goods for "real world" money or otherwise exchange items for value. Any attempt to do so is in violation of these Terms and may result in a lifetime ban from Zynga Service and possible legal action.

e) You agree that all sales of Virtual Goods and Currencies are final. No refunds will be given, except in our sole and absolute discretion. All Virtual Goods and Currencies are forfeited if your account is terminated or suspended for any reason, in Zynga's sole and absolute discretion, or if Zynga discontinues providing the Service.

#### 4) User Content

a) The Service may invite you to chat or participate in blogs, message boards, online forums and other functionality and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute or broadcast content and materials to Zynga and/or to or via the Service, including, without limitation, text, writings, photographs, graphics, comments, suggestions or personally identifiable information or other material (collectively "User Content"). Any material you transmit to Zynga will be treated as non-confidential and non-proprietary.

b) You agree that your User Content is wholly original to you and you exclusively own the rights to your User Content, including the right to grant all of the rights and licenses in these Terms without Zynga incurring any third party obligations or liability arising out of its exercise of the rights thereto granted herein by you.

c) You grant to Zynga the unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual fully-paid and royalty-free right and license to host, use, copy, distribute, reproduce, disclose, sell, resell, sublicense, display, perform, transmit, publish, broadcast, modify, make derivative works from, retitle, reformat, translate, archive, store, cache or otherwise exploit in any manner whatsoever, all or any portion of your User Content to which you have contributed, for any purpose whatsoever, in any and all formats; on or through any and all media, software, formula or medium now known or hereafter known; and with any technology or devices now known or hereafter developed and to advertise, market and promote same.

d) Zynga has no obligation to monitor or enforce any intellectual property rights that may be associated with your User Content, but Zynga does have the right to enforce such rights through any means it sees fit, including bringing and controlling actions on your behalf.

e) Zynga has no obligation to accept, display, review, monitor, or maintain any User Content. We have the right to delete User Content from the Service without notice for any reason at any time. Zynga may move, re-format, edit, alter, distort, remove or refuse to exploit User Content without notice to you and without liability; provided, however, that Zynga reserves the right to treat User Content as content stored at the direction of users for which Zynga will not exercise editorial control except to enforce the rights of third parties and the Content Restrictions set forth below when violations are brought to Zynga's attention.

f) You acknowledge that you do not rely on Zynga to monitor or edit the Service and that the Service may contain content which you find offensive and you hereby waive any objections you might have with respect to viewing such content.

#### 5) Posting on Other Web Sites

a) You are granted a limited revocable license to post an image of your personal avatar and/or screen shot from your account, of your farm for example, within the Service and any other materials that Zynga specifically gives you notice may be posted on other web sites, on your own personal web site or on a third party web site that permits posting of content at the direction of users provided that such third party web site (i) is not commercially competitive to Zynga, (ii) does not criticize or injure Zynga, (iii) does not obtain any rights to such content other than a non-exclusive license to post it at your direction, and (iv) does not charge for access to such content or associated products, services or advertising with such content, so long as the web site where the link resides, and all other locations to which such site links, comply with all applicable laws and do not in any way abuse, defame, stalk, threaten or violate the rights of privacy, publicity, intellectual property or other legal rights of others or, in any way, post, publish, distribute, disseminate or facilitate any inappropriate, infringing, defamatory, profane, indecent, obscene, illegal/unlawful or otherwise objectionable information, topic, name or other material (an "Authorized Web Site"). All of Zynga's rights and remedies are expressly reserved, and Zynga may revoke this limited license, in whole or in part, upon notice.

b) Conditions on Posting on Other Web Sites: Without limitation, the following terms and conditions apply to your posting of a copy of your avatar and/or screen shots on an Authorized Web Site:

i) You must display a prominent link to the Service's homepage in connection with any of your use of Collaborative Content permitted hereunder, including, without limitation, in e-mails you are sending friends; and

ii) You agree to include, and not remove or alter, Zynga's trademark, copyright or other proprietary rights notices, as provided by Zynga on the Service and within e-mail page(s), when displaying an avatar or images from a Zynga game, and you agree to comply with usage guidelines that may be provided by Zynga from time to time. You agree that all goodwill that arises in connection with your use of Zynga's trademarks inures exclusively to Zynga, and you agree not to challenge Zynga's ownership or control of any Zynga trademarks, nor use or adopt any trademarks that might be confusingly similar to such Zynga trademarks.

#### 6) Usage Rules

a) As a condition of your use of and access to the Service, you agree to comply with these Usage Rules, which are provided as an example rather than as a limitation, and any application or game specific rules published within the Service.

b) You agree that your use of and conduct on the Service shall be lawful and your User Content will not:

i) include any offensive comments that are connected to race, national origin, gender, sexual preference or physical handicap;

ii) include profanity or any obscene, indecent, pornographic, sexual or otherwise objectionable content or language;

iii) defame, libel, ridicule, mock, disparage, threaten, harass, intimidate or abuse anyone;

- iv) promote violence or describe how to perform a violent act
  - v) violate the contractual, personal, intellectual property or other rights of any party, or promote or constitute illegal activity; or
  - vi) be in violation of these Terms or the game rules of conduct (collectively "Content Restrictions").
- c) You and your activities on the Service will not:
- i) reveal any personal information about another individual, including another person's address, phone number, e-mail address, credit card number or any information that may be used to track, contact or impersonate that individual;
  - ii) attempt to impersonate any other party;
  - iii) create user accounts by automated means or under false pretenses or mislead others as to the origins of your communications;
  - iv) trick, defraud or mislead Zynga and other users, especially in any attempt to learn sensitive account information such as passwords;
  - v) make improper use of Zynga's support services or submit false reports of abuse or misconduct;
  - vi) engage in any commercial activities, including, without limitation, any attempt to raise money for anyone or advertise or promote a product, service, website, pyramid scheme or other multi-tiered marketing scheme;
  - vii) disparage, tarnish, or otherwise harm, in Zynga's opinion, Zynga and/or the Service;
  - viii) violate these Terms or any local, state, federal or international law, rule or regulation or any other requirements or restrictions posted by Zynga on the Service;
  - ix) disseminate or transmit viruses, worms, Trojan horses, RATs, keyboard loggers, time bombs, spyware, adware, cancelbots or any other malicious or invasive code or program;
  - x) upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text) that interferes with any party's uninterrupted use and enjoyment of the Service and User Content or modifies, impairs, disrupts, alters or interferes with the use, features, functions, operation or maintenance of the Service, the User Content;
  - xi) copy or adapt the Service's software including but not limited to Flash, PHP, HTML, JavaScript or other code;
  - xii) reverse engineer, decompile, reverse assemble, modify or attempt to discover any software (source code or object code) that the Service create to generate web pages or any software or other products or processes accessible through the Service;
  - xiii) upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including, without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies or other similar devices (sometimes referred to as "spyware," "passive collection mechanisms" or "pcms");
  - xiv) except as may be the result of standard search engine or Internet browser usage, use or launch, develop or distribute any automated system, including, without limitation, any spider, robot (or "bot"), cheat utility, scraper or offline reader that accesses the Service, or use or launch any unauthorized script or other software;
  - xv) cover or obscure any notice, banner or advertisement on the Service;
  - xvi) disguise the source of your User Content or other information you submit to the Service or use tools which anonymize your internet protocol address (e.g. anonymous proxy) to access the Service;
  - xvii) interfere with or circumvent any security feature of the Service or any feature that restricts or enforces limitations on use of or access to the Service, Collaborative Content or the User Content;
  - xviii) sell the Service or any part thereof including but not limited to Virtual Goods or Virtual Currency, user accounts and access to them in exchange for real currency or items of monetary value; or
  - xix) engage in cheating or any other activity deemed by Zynga to be in conflict with the spirit or intent of the Service.
- d) Zynga does not control or endorse the content, messages or information found in User Content portions of the Service or external sites that may be linked to or from the games or their forums and, therefore, Zynga specifically disclaims any responsibility with regard thereto.

#### 7) Privacy and Protection of Personal Information.

a) Zynga respects the privacy of visitors to our game. Information collected from you is subject to the pertinent social network's policy. By playing the game, you may be granting your social network permission to share your e-mail address and any other personally identifiable information with Zynga. Please see Zynga's Privacy Policy at [www.zynga.com](http://www.zynga.com) for more information on the collection and use of your information. You acknowledge and agree that this Privacy Policy, including, but not limited to, the manner in which Zynga collects, uses and discloses your personally identifiable information, is incorporated and made part of these Terms. If User does not agree to each and every part of Zynga's Privacy Policy, then you should not play the game or submit any personally identifiable information through this game. Questions regarding privacy issues should be directed to [privacy@zynga.com](mailto:privacy@zynga.com).

#### 8) Account Responsibility

a) This Service is offered through various social networks. The Service is only available to persons who are registered members of the social network through which they access the game and are in compliance with the policies or terms of use/service of that social network. In creating your account with a social network through which you will access the Service ("Account"), you agree to:



i) provide true, accurate, current and complete information about yourself ("Registration Data"); and

ii) maintain and promptly update the Registration Data to keep it true, accurate, current and complete.

b) Users that maintain more than one account on a social network may not access this Service from multiple accounts. If you provide any information that is untrue, inaccurate, not current or incomplete, or Zynga has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Zynga has the right to suspend or terminate your ability to participate in the Service and refuse any and all current or future use of the Service (or any portion thereof). Provider reserves the right to terminate accounts that have been inactive for 180 consecutive days.

#### 9) Disputes with Others

a) We reserve the right, but have no obligation, to monitor and/or manage disputes between you and other users of the Service. If you have a dispute with other users, you release Zynga and hereby agree to indemnify Zynga from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such dispute.

#### 10) Disclaimers; Limitations; Waivers of Liability

a) YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK AND IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EXCEPT ONLY TO THE EXTENT PROHIBITED UNDER THE LAWS APPLICABLE TO TERMS OF USE WITH ANY LEGALLY REQUIRED WARRANTY PERIOD TO THE SHORTER OF THIRTY DAYS FROM FIRST USE OR THE MINIMUM PERIOD REQUIRED). WITHOUT LIMITING THE FOREGOING, NEITHER ZYNGA NOR ITS AFFILIATES OR SUBSIDIARIES, OR ANY OF THEIR DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS, THIRD-PARTY CONTENT PROVIDERS, DISTRIBUTORS, LICENSEES OR LICENSORS (COLLECTIVELY, "ZYNGA PARTIES") WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

b) TO THE FULLEST EXTENT PERMITTED BY LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, THE SERVICE UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT AND THAT THE ZYNGA PARTIES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SERVICE. YOU FURTHER SPECIFICALLY ACKNOWLEDGE THAT THE ZYNGA PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD THE ZYNGA PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER USERS OF THE SERVICE AND OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF THE SERVICE AND EXTERNAL SITES AND OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

c) UNDER NO CIRCUMSTANCES WILL THE ZYNGA PARTIES BE LIABLE TO YOU FOR MORE THAN THE AMOUNT YOU HAVE PAID ZYNGA IN THE NINETY (90) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM.

#### 11) Indemnification

a) You agree to defend, indemnify and hold harmless the Zynga Parties from and against all claims and expenses, including attorneys' fees and costs, arising out of your use of the Service and/or your breach or alleged breach of any term, condition, obligation, representation or warranty in these Terms. You agree that the provisions in this paragraph will survive any termination of your account(s) or the Service.

#### 12) Governing Law/Waiver of Injunctive Relief

a) This Agreement and all aspects of the Service shall be governed by and construed in accordance with the internal laws of the United States and the State of California governing contracts entered into and to be fully performed in California (i.e., without regard to conflict of laws provisions) regardless of your location. With respect to any disputes or claims not subject to informal dispute resolution or arbitration (as set forth below), you agree not to commence or prosecute any action in connection therewith other than in the state and federal courts located in San Francisco County, California, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to, venue and jurisdiction in the state and federal courts located in San Francisco County, California.

b) You acknowledge that the rights granted and obligations made hereunder to Zynga are of a unique and irreplaceable nature, the loss of which shall irreparably harm Zynga and which cannot be replaced by monetary damages alone so that Zynga shall be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety) in the event of any breach or anticipatory breach by you. You irrevocably waive all rights to seek injunctive or other equitable relief and agree to limit your claims to claims for monetary damages (if any).

c) Informal Negotiations. To expedite resolution and control the cost of any dispute, controversy or claim related to this Terms ("Dispute"), you and Zynga agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating any arbitration or court proceeding. Such informal negotiations commence upon written notice from one person to the other. You will send your notice to Zynga Game Network Inc., 444 DeHaro St., Suite 132, San Francisco CA 94107, ATTENTION: LEGAL DEPARTMENT.

d) Binding Arbitration. If you and Zynga are unable to resolve a Dispute through informal negotiations, either you or Zynga may elect to have the Dispute (except those Disputes expressly excluded below) finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party shall be final and binding on the other. YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website [www.adr.org](http://www.adr.org). The determination of whether a Dispute is subject to arbitration shall be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Rules and, where appropriate, limited by the AAA Consumer Rules. If such costs are determined by the arbitrator to be excessive, Zynga will pay all arbitration fees and expenses. The arbitration may be conducted

in person, through the submission of documents, by phone or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by a party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except as otherwise provided in this Agreement, you and Zynga may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

e) Restrictions. You and Zynga agree that any arbitration shall be limited to the Dispute between Zynga and you individually. To the full extent permitted by law, (1) no arbitration shall be joined with any other; (2) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (3) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

f) Exceptions to Informal Negotiations and Arbitration. You and Zynga agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (1) any Disputes seeking to enforce or protect, or concerning the validity of, any of your or Zynga's intellectual property rights; (2) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy or unauthorized use; and (3) any claim for injunctive relief.

#### 13) Waiver/Severability

a) The failure of Zynga to require or enforce strict performance by you of any provision of these Terms or to exercise any right under them shall not be construed as a waiver or relinquishment of Zynga's right to assert or rely upon any such provision or right in that or any other instance.

b) You and Zynga agree that if any portion of these Terms, except any portion of section 12(e), is found illegal or unenforceable, in whole or in part by any court of competent jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect. If Section 12(e) is found to be illegal or unenforceable then neither you nor Zynga will elect to arbitrate any Dispute falling within that portion of Section 12(e) found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the County of San Francisco, State of California, United States of America, and you and Zynga agree to submit to the personal jurisdiction of that court.

#### 14) Miscellaneous

a) Zynga operates and controls the Service from its offices in the United States. Zynga makes no representation that the Service is appropriate or available in other locations. The information provided on the Service is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Zynga to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Service from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable. Software from the Service may be subject to United States export controls. Thus, no software from this Service may be downloaded, exported or re-exported (i) into (or to a national or resident of) Cuba, Iraq, North Korea, Iran, Syria, or any other country to which the United States has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading any software, you represent and warrant that you are not located in, under the control of, or a national or resident of, any such country or on any such list. The parties specifically disclaim application of the Convention on Contracts for the International Sale of Goods. These Terms are effective until terminated by either party. You may terminate these Terms by destroying all Service-related materials obtained from the Service, Zynga or any other web site or source. The privileges granted to you under these Terms will terminate immediately and automatically without notice from Zynga if, in our sole discretion, you fail to comply with any term or provision of these Terms. Neither the course of conduct between the parties nor trade practice will act to modify these Terms to any party at any time without any notice to you. You may not assign these Terms without Zynga's prior written consent. These Terms contain the entire understanding of you and Zynga, and supersede all prior understandings of the parties hereto relating to the subject matter hereof, and cannot be changed or modified by you except as posted on the Service by Zynga. If any provision of these Terms is found to be illegal or unenforceable, the Terms will be deemed curtailed to the extent necessary to make it legal and enforceable and will remain, as modified, in full force and effect. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import. Upon Zynga's request, you will furnish Zynga any documentation, substantiation or releases necessary to verify your compliance with these Terms. You agree that these Terms will not be construed against Zynga by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms and the lack of signing by the parties hereto to execute these Terms.

#### 15) Statute of Limitations

a) You and Zynga both agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service, Terms or Privacy Policy must be filed within ONE (1) YEAR after such claim or cause of action arose or be forever barred.

#### 16) Complaints or Notices

a) The Digital Millennium Copyright Act (DMCA) provides recourse to copyright owners who believe that their rights under the United States Copyright Act have been infringed by acts of third parties over the Internet. If you believe that your copyrighted work has been copied without your authorization and is available on or in this game in a way that may constitute copyright infringement, you may provide notice of your claim to Zynga's Designated Agent listed below. For your notice to be effective, it must include the following information:

- i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- ii) A description of the copyrighted work that you claim has been infringed upon;
- iii) A description of where the material that you claim is infringing is located on this game;
- iv) Information reasonably sufficient to permit the service provider to contact the complaining party, such as address, telephone number, and, if available, an e-mail address at which the complaining party may be

contacted;

v) A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and

vi) A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

vii) Zynga's Designated Agent is:

Zynga Game Network Inc.  
Attn: Intellectual Property Agent  
4104 24th Street, #363  
San Francisco, CA 94114-3615

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## Privacy Policy

### Privacy Policy

Effective Date: January 7, 2009  
(Last Updated March 16, 2010)

Welcome to Zynga, a personal online service operated by Zynga Game Network Inc. ("Zynga") which consists of, among other things, software that you have downloaded or are about to download, any software that you have embedded on a web site or are about to embed ("Zynga Games"), any applications created by Zynga and available through social networking sites ("SNS Apps"), any software running on Zynga's servers, ("Zynga Software"), content, related documentation, information on the Zynga domain, and information made available by users to each other through the Zynga Software (collectively, the "Service"). Your privacy is important to us and, as described in this Privacy Policy, we have designed the Service to protect information about you from unauthorized disclosure to others. This Privacy Policy explains how we collect, use and, in certain circumstances, share your personally identifying information. Please read this Privacy Policy carefully, and if you have any questions, feel free to contact us.

By using the Service, you consent to the collection and use of your personal information as outlined in this Privacy Policy, as such policy may be amended from time to time. We may update the Privacy Policy and if we do, we will post a notice that changes have been made on the website [www.zynga.com](http://www.zynga.com). You should visit this page periodically to review any changes to the Privacy Policy.

#### What We Collect

Zynga gives you a number of options regarding what information you will give us:

When you register a profile with Zynga, your profile including any information (name, address, gender) will be registered with Zynga. When you identify yourself on a Zynga site, you may identify yourself using a Zynga account. When you identify yourself on a Zynga site, you may identify yourself through a social network account in which Zynga may receive additional information about your profile.

In each case, we will collect and record the information you have provided. Other than names and email addresses provided at your discretion, we don't generally collect any "Personally Identifying Information" about our users (such as social security number, telephone number, street address, drivers license number, etc.), exception being for billing and payments where we store your billing information such as name, street address, phone number. We may offer you the opportunity to submit other information about yourself (such as gender, age, occupation, hobbies, interests, zip code, etc.), or we may be able to collect that information from social networking systems on which you have used Zynga Games or SNS Apps (in accordance with the terms of use of those systems), which would then also be covered by this Privacy Policy.

In addition to information about yourself, you may choose to share information about yourself in other content ("Content"), such as in games. Any action you perform with other players are considered public, and at your own discretion.

When you use an SNS App on your social network page or use an SNS App on someone else's page, we may record information regarding the use of that SNS App, and we may collect other information that is visible on your social network page in accordance with the relevant terms of use associated with that page.

Note that since most Zynga Software is served through SNS Apps, it is your responsibility to read and accept their Terms of Use, as well as Privacy Policy prior to continuing.

When you invite new members into your network or send messages through the Service, we collect and maintain on secure servers the information associated with those messages, including email addresses and content.

We may use information about you that we collect from other sources, including but not limited to newspapers and Internet sources such as blogs, instant messaging services, Zynga games and other users of Zynga, to supplement your profile.

Zynga may contain links to other websites. We are of course not responsible for the privacy practices of other web sites. We encourage our users to be aware when they leave our site to read the privacy statements of each and every web site that collects personally identifiable information. This Privacy Policy applies solely to information collected by Zynga.

You should also be aware that most content delivered through Zynga games originates with another content provider. Such other content providers may place "cookies" on your browser, or otherwise gather information about you, including by asking you to provide information through the site itself.

Finally, in order to provide the best possible service and to allow us to make certain internal reports and make recommendations, we collect aggregate information about the use of the Service, including information about users accessing the Zynga site or playing Zynga games or using SNS Apps on other sites, such as internet protocol addresses, browser type, browser language, referring / exit pages and URLs, other browser history, platform type, number of clicks, domain names, landing pages, pages viewed and the order of those pages, the amount of time spent on particular pages, and the date and time ("Activity Information").

By using the Service, you consent to our retaining all the above-described information in anonymous form as long as Zynga sees fit.



### Children Under The Age Of 13

Zynga does not knowingly collect or solicit personal information from anyone under the age of 13 or knowingly allow such persons to register. If you are under 13, please do not attempt to register for Zynga or send any information about yourself to us, including your name, address, telephone number, or email address. No one under age 13 may provide any personal information to or on Zynga. In the event that we learn that we have collected personal information from a child under age 13 we will delete that information as quickly as possible. If you believe that we might have any information from or about a child under 13, please contact us at [privacy@zynga.com](mailto:privacy@zynga.com).

### Children Between The Ages of 13 and 18

We recommend that minors over the age of 13 ask their parents for permission before sending any information about themselves to anyone over the Internet.

### How We Use Your Information

We do not sell or rent your "Personally Identifiable Information" to any third party. We may, however, use certain information about you that is not personally identifiable.

We use public information collected to determine the kinds of content that you would like to view and to assist any advertisers in targeting their advertising.

We also use your name, email address and other information on our system to notify you of new product releases, service notifications, and to solicit your feedback and input. Those emails will contain links for preference management and where appropriate, unsubscribe links should you decide you do not want to receive further emails.

You understand and agree that we may access, preserve, and disclose any information we may have about you and the contents of your account if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to avoid liability, to comply with legal process, such as a search warrant, subpoena, statute, or court order, or to protect our rights and property, or that of our affiliates or the public. Zynga is not required to question or contest the validity of any search warrant, subpoena or other similar governmental request that Zynga receives.

Zynga may maintain copies of your Content indefinitely, or delete certain Content in whole or in part if Zynga determines, in its sole discretion, that such Content constitutes an "Infringing Posting" or a "Prohibited Posting" as defined in our Terms of Use or for any or no reason.

We also use non-Personally Identifiable Information and certain technical information about your computer and your access of the Service (including your internet protocol address) in order to operate, maintain and manage the Service.

Zynga may disclose information about you to its partners in order to provide the Service, resolve service problems and correct errors in the Service, to communicate with you about the Service, to provide you with advertising and promotional information in connection with the Service, and to enhance your experience on the Service. However, we do not give our partners an independent right to share this information.

Due to our contractual obligations with these third parties and the need to share information to deliver and support the Service, we cannot provide you with the opportunity to opt-out of sharing information (whether Personally Identifiable Information or other information) with these third parties.

Zynga, certain of its partners, and each of their contractors and employees may view the Content that you transmit to the service to provide the Service and otherwise perform the tasks set forth in this Privacy Policy.

### Controlling Your Personal Information

Be advised that if you send messages or post material containing personal information, that information may be collected and used by others.

You can terminate your account at any time which will remove your profile and other personal information from view. Zynga, however, may (but is not obligated to) keep information about you that is on its system following your termination. Please contact Zynga to terminate your account or for any other questions about your personal information.

### Transfer of Information

We reserve the right to transfer your personal information in the event of a transfer of ownership of Zynga or the acquisition of substantially all the assets of Zynga related to the business which collected such information, such as acquisition by or merger with another company. In such an event, Zynga will notify users who have provided email addresses when information about those users is transferred and becomes subject to a different privacy policy.

### Others' Information

You may decide to provide us with another person's email address so that person may be invited to join Zynga or so that we may facilitate your communication with other people through the Service (such as when you upload an address book).

You may also provide us with another person's contact information for purposes of delivering information through SNS Apps. We use this information to contact and, if necessary, remind that person that he or she has been invited to join Zynga or received content through an SNS App. All invitees are provided with the option not to receive further invitations from Zynga. We may disclose such information if required to do so in order to comply with legal process, as described above.

### Cookies

The Service sends "cookies" to your computer when you access the Zynga site, or otherwise view content through a Zynga game, or use an SNS App and the Service uses such cookies as described in here. The Service uses cookies to improve the quality of our service, make recommendations, and make the Service

easier to use for our users. A cookie is a small text file recorded on your hard drive that identifies you as a unique user and contains certain information about your particular login session and/or your use of the Service.

#### Use of Information

Zynga may contain links to other web sites, and content in Zynga game and SNS Apps may be hosted by other web sites. In addition, as described above, most content offered through Zynga games or SNS Apps is served or hosted by other sites. These other sites maintain their own policies regarding cookies and the collection and use of personal information. It is up to you to review those policies yourself.

#### Third-Party Advertising Companies

We use third-party advertising companies to serve ads on our site and on certain Zynga games and SNS Apps. Our system and the third-party advertising technology uses information derived from Activity Information, Zynga's cookies on your hard drive, your visits to our site, the Zynga games that you view and the SNS Apps you use to target advertising within our site or Zynga games or SNS Apps. In addition, our advertisers may use other third-party advertising technology to target advertising on our site and other sites. In the course of advertisements being served to you, a unique third-party cookie or cookies may be placed on your computer. Similarly, third-party advertising companies may provide us with pixel tags (also called "clear gifs" or "beacons") to help manage and optimize our online advertising. Beacons enable us to recognize a browser's cookie when a browser visits the site on which the beacon is located, and to learn which banner ads bring users to a given site.

Zynga does not provide any Personally Identifiable Information to third-party advertising companies. Note, however, that if an advertiser asks Zynga to show an advertisement to users with certain characteristics (for example, women ages 18-24) or a segment of that group (for example, women ages 18-24 who have viewed certain categories of content) and you respond to that advertisement, the third-party advertising company may conclude that you have the characteristics of the audience that they are trying to reach.

#### Security

Zynga takes appropriate precautions to protect our users' information. Your account information is located on a secured server behind a firewall. When you enter sensitive information (such as credit card number or your password), we encrypt that information using secure socket layer technology (SSL). (To learn more about SSL, go to [http://en.wikipedia.org/wiki/Secure\\_Sockets\\_Layer](http://en.wikipedia.org/wiki/Secure_Sockets_Layer)). Because email and instant messaging are not recognized as secure communications, we request that you not send private information to us by email or instant messaging services. If you have any questions about the security of Zynga Web Site, please contact us at [privacy@zynga.com](mailto:privacy@zynga.com)

#### Additional Questions

Again, feel free to contact us by sending an email to [privacy@zynga.com](mailto:privacy@zynga.com), any time, if you have further questions about Zynga or this Privacy Policy, or if you want to receive a previous version of this document.

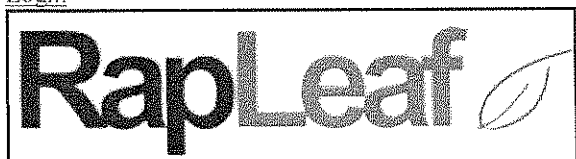
#### California Residents: Your California Privacy Rights

Under California law, California Residents who have an established business relationship with Zynga or one of its subsidiaries may choose to opt out of Zynga disclosure of personal information about them to third parties for direct marketing purposes. As detailed above, our policy is not to disclose personal information collected online to a third party for direct marketing purposes without your approval. If you choose to opt-out at any time after granting approval, email [privacy@zynga.com](mailto:privacy@zynga.com).

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## Privacy at Rapleaf

### A rising bar

Your privacy is extremely important to us at Rapleaf. While our goal is to personalize your online experience by helping businesses to better understand you, we believe this must be done in ways that respect your individual privacy. To this end, we take many measures to protect your privacy. We also allow you to [opt out](#) at any time.

### To protect you:

- We never sell, rent, or lease email addresses to third parties.
- We do not store any information in [Rapleaf cookies](#) that could be used to identify you.
- We don't collect or work with sensitive data on children, health or medical conditions, sexual preferences, financial account information, or religious beliefs.
- We don't track online behavior like your web browsing history or search history.
- We are building the best [anonymization system](#) for online advertising cookies to protect your privacy even within anonymous audience segments.
- We follow industry best practices and work closely with industry associations to continually raise the bar on consumer privacy.

[Read our web privacy policy](#) ►

[Read our data privacy policy](#) ►

[Read our online advertising privacy policy](#) ►

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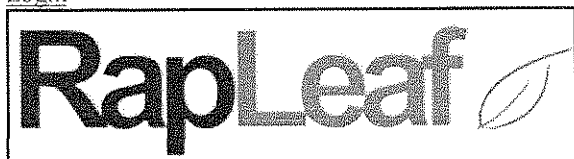
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## Rapleaf Data Privacy Policy

Rapleaf is working on creating a more personalized online experience for people. To carry out this vision, Rapleaf analyzes the customer information our clients provide to us and returns data about our client's customers to help personalize communication.

We believe in the power of transparency, choice, and control when it comes to personal information online. We view privacy and security as fundamental design requirements in our technologies and services and core to our business practices and operations. The purpose of this privacy statement is to help our clients, partners and members of the public understand how the Rapleaf Report product works, and the measures we have taken to protect the privacy of the information we hold.

### How does Rapleaf obtain its data?

Rapleaf collects personal information and stores it in the "Rapleaf Database." This data is structured around individual email addresses and contain personally and non-personally identifiable information. We obtain this information from a variety of sources. Our proprietary technology collects information from the Internet that users have chosen to make public. In other words, this means the information we collect is the same information anyone could find on one of the major search engines. What we do is aggregate it into an easy to read report. We also obtain data from other information providers that we use to augment the information we collect.

### How do you protect the privacy of data during collection?

We use industry standard technology, including encryption to protect the privacy of the data we share necessary to collection.

To be perfectly clear how serious we are about protecting the privacy of that information, we have pledged to never sell, rent, lease, or reveal email addresses either received confidentially from our clients or independently collected by our systems. We will only disclose email addresses in situations where we have explicit consent to do so.

### Will Rapleaf contact my customers directly?

We never send unsolicited email or spam based on an address you give us.

### How serious is Rapleaf about privacy and security?

Protecting privacy is our top priority at Rapleaf. We comply with all applicable privacy laws and regulations about managing our database. We use industry standard security measures to make sure the information in our databases is secure. And before any transfer of data, we align our privacy policies and practices with our business customers.

**How serious is Rapleaf about transparency, choice and control?**

We believe that transparency and user choice are essential to user privacy on the internet. We allow users to access and edit much of the information we know about them. [Register](#) for our service to discover what information about you is available online and to edit your Internet footprint. And if you'd prefer not to be a part of our program, you can opt out of the Rapleaf database at any time. Simply [click here](#) and you will be permanently removed from our database. It is really that simple.

Our top priority is for our business clients to be confident that the information they provide to us will never be used for any purpose except to improve their customer relationships and for Internet users to understand that we only collect publicly available information online and they can opt-out at any time.

If you have any questions, please contact us at [privacy@rapleaf.com](mailto:privacy@rapleaf.com).

**For businesses**

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- [Advertise online](#)

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